

**Presentment Date: August 21, 2024 at 10 a.m.**  
**Objection Deadline: August 14, 2024 at 9:30 a.m.**

**MORRISON COHEN LLP**  
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 David J. Kozlowski, Esq.  
 Dawn R. Sudama, Esq.

*Counsel for the Official  
 Committee of Unsecured Creditors*

**UNITED STATES BANKRUPTCY COURT  
 EASTERN DISTRICT OF NEW YORK**

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In re	:	
	:	Chapter 11
<b>ELITE LIMOUSINE PLUS, INC., et al.</b>	:	
	:	Case No.: 23-43088 (JMM)
	:	Jointly Administered
Debtors. <sup>1</sup>	:	
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**NOTICE OF PRESENTMENT**

**PLEASE TAKE NOTICE**, that the Official Committee of Unsecured Creditors of Elite Limousine Plus, Inc., *et al.*, under Federal Rule of Bankruptcy Procedure 2004 and upon the accompanying application (“**Application**”), will present the proposed order annexed to the Application as **Exhibit A** (“**Proposed Order**”) to the Honorable Jil Mazer-Marino at the United States Bankruptcy Court, Eastern District of New York, 271 Cadman Plaza East, Brooklyn, New York 11201 on **August 21, 2024 at 10 a.m.**, unless a party in interests objects or requests a hearing.

**PLEASE TAKE FURTHER NOTICE**, that objections, if any, to the relief requested in the Application, must be made in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court, and must be served upon the undersigned, and filed with the Clerk of the Court, with a courtesy copy delivered to the Chambers of the Honorable Jil

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<sup>1</sup> The Debtors are Elite Limousine Plus, Inc. (23-43088) and Dispatch Support Services LLC (23-43089).

Mazer-Marino, so as to be actually received by no later than **August 14, 2024 at 9:30 a.m.** Unless objections are received by that time, the Proposed Order may be signed.

Dated: New York, New York  
July 26, 2024

**MORRISON COHEN LLP**  
*Counsel for the Official Committee of  
Unsecured Creditors*

By: /s/ David J. Kozlowski  
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In re	:	
	:	Chapter 11
<b>ELITE LIMOUSINE PLUS, INC., et al.</b>	:	
	:	Case No.: 23-43088 (JMM)
	:	Jointly Administered
Debtors. <sup>1</sup>	:	
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**APPLICATION PURSUANT TO  
FEDERAL RULE OF BANKRUPTCY PROCEDURE 2004**

The Official Committee of Unsecured Creditors (“**Committee**”) of Elite Limousine Plus, Inc., et al. (“**Debtors**”), by its counsel, Morrison Cohen LLP, submits this application (“**Application**”) under Federal Rule of Bankruptcy Procedure 2004 (“**Bankruptcy Rule 2004**”), for an order of this Court in substantially the form of the order annexed hereto as **Exhibit A** (“**Proposed Order**”), compelling Shafquat Chaudhary (“**Mr. Chaudhary**”) to: (i) produce certain documents and information contained in the document requests (“**Document Requests**”) annexed hereto as **Exhibit B** (“**Documents**”); and (ii) to appear at the offices of Morrison Cohen LLP, 909 Third Avenue, New York, NY 10022, for examination under oath (“**Deposition**”); and respectfully represents:

<sup>1</sup> The Debtors are Elite Limousine Plus, Inc. (23-43088) and Dispatch Support Services LLC (23-43089).

## **PRELIMINARY STATEMENT**

1. On January 30, 2024, the Committee was appointed into this case, which had been commenced five months earlier. Based on the Committee's initial analysis and observations of the case, it was stalled and appeared to be operating solely for the benefit of the secured lender and the Debtors' principal. In the five-month period prior to the Committee's appointment, the Debtors had performed no post-petition investigation into the causes for the filing or made any effort to determine where possible assets were located or if any assets could be recovered for the benefit of the estate and its creditors. The sole focus seemed to be on maintaining the use of cash collateral and financing. To date all financing orders have been on an interim basis.

2. It was not until the appointment of the Committee that investigations began. The Committee demanded and the Debtors agreed to voluntarily participate in the Committee's discovery, largely to avoid the costs associated with formal discovery under Bankruptcy Rule 2004. To that end, the Debtors produced their principal, Mr. Chaudhary, for a deposition as the Debtors' representative on March 13, 2024 ("**March Deposition**"). This deposition raised many questions as to, among other things, the transfers of money and other value to various non-Debtor entities with no agreements, documentation, or observance of corporate formalities. The Committee also requested that Mr. Chaudhary voluntarily produce documents and sit for a deposition in his personal capacity. Mr. Chaudhary agreed. Unfortunately, despite repeated requests, that deposition never took place and Mr. Chaudhary never produced any documents.

3. The Committee was mindful of the costs of formal discovery and sought to obtain consensual production, but its patience and good faith willingness to accommodate Mr. Chaudhary has been terribly misused by Mr. Chaudhary. Enough is enough.

4. The Committee now is forced to seek entry of an order compelling Mr. Chaudhary to produce the Documents and appear for a Deposition. Granting the requested relief will provide the Committee the tools needed to fulfill its duty by conducting an investigation to the nature and extent of estate assets, where estate assets were transferred to, why such assets were transferred, and whether those assets are recoverable for the benefit of the estates. Accordingly, and for the reasons stated herein, the Committee requests an order of this Court compelling Mr. Chaudhary in his personal capacity and as representative of various non-Debtor entities to provide documents and testimony.

### **BACKGROUND**

5. On August 29, 2023 (“**Petition Date**”), the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (“**Bankruptcy Code**”) in the United States Bankruptcy Court for the Eastern District of New York (“**Court**”). The Committee was appointed on January 30, 2024, more than 5 months after the cases were filed.

6. Upon its appointment the Committee engaged in conversations with parties-in-interest and reviewed materials filed in the months before its appointment, transcripts and productions from the state court class action case pending against, *inter alia*, one of the Debtors and Mr. Chaudhary (“**State Court Case**”), and documents provided by the Debtors. The Committee also conducted the March Deposition—a voluntary deposition of Mr. Chaudhary on March 13, 2024, solely in his capacity as the Debtors’ representative. Attached hereto as **Exhibit C** is a copy of the March Deposition transcript.

7. At the March Deposition, it was revealed that under Mr. Chaudhary’s stewardship, prepetition, the Debtors failed to observe corporate formalities, with Mr. Chaudhary using the Debtors and their assets for his personal benefit and the benefit of other insiders, as well as for

entities owned or controlled by Mr. Chaudhary. The Debtors essentially served as alter egos or instrumentalities of Mr. Chaudhary. Examples of such behavior include, but are not limited to:

- **Commingling of Funds:** Mr. Chaudhary acknowledged that tens of millions of the Debtors' funds were transferred to related affiliate entities and were not repaid<sup>2</sup> and that at least some of these affiliate entities have assets and are profitable; and
- **Depletion of Driver Savings Plan:** Mr. Chaudhary stated that \$4 million in funds belonging to the drivers and held by Debtor Elite in a long-term savings plan for the drivers, was used by Mr. Chaudhary for affiliate businesses based on Mr. Chaudhary's unsupported allegation that the drivers agreed to "loan" the money without documenting such loan;<sup>3</sup>
- **Repayment of Driver Savings Plan:** Mr. Chaudhary stated without providing any evidence, that \$3 million of the "loan" was repaid and that all he or the Debtors owe is \$1 million;<sup>4</sup>
- **Loan and Rent Payments:** Mr. Chaudhary acknowledged that the Debtors used and paid rent for offices owned by an entity owned or controlled by Mr. Chaudhary. It is unclear if any lease was made at arms'-length, or whether rental amounts are at, below, or above market. Additionally, Mr. Chaudhary used money from the Debtors for office repairs, but again it is unclear if this was a loan, whether it was repaid, and whether the entity owes the Debtors;<sup>5</sup>
- **Use of Entities as Alter Egos:** Mr. Chaudhary acknowledged, among other things, that various entities utilized the Debtors employees;<sup>6</sup> Mr. Chaudhary's Debtor Elite email address and personal cell phone number was used to conduct

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<sup>2</sup> Mar. Dep. 64:5–65:6 (describing how money goes back and forth between the Debtors and affiliate entities, but is not always recorded); *see e.g.*, Mar. Dep. 60:16–63:22 (stating Astoria Motors took a loan from the Debtors, but it was never recorded).

<sup>3</sup> Mar. Dep. 259:23–259:22; *see generally* 234:6–247:11. The Committee has repeatedly requested evidence of the \$4 million loan and been provided with nothing. Additionally, the Committee has queried counsel for the drivers who advise that no such loan was ever authorized or documented.

<sup>4</sup> Mar. Dep. 238:17–239:25 (discussing Mr. Chaudhary's repayment of the savings plan "loan").

<sup>5</sup> Mar. Dep. 134:21–138:10 (discussing that the Debtors offices are owned by Mr. Chaudhary, and that no analysis was performed to determine a fair rent amount).

<sup>6</sup> Mar. Dep. 80:13–80:22 (stating entity Citilease did not have its own employees and utilized the Debtors employees); *id.* at 93:8–93:14 (same as to entity Lincoln Leasing); *id.* at 101:2–101:8 (same as to entity Soundview DAM); *id.* at 113:6–113:11 (same as to entity Soundview DAM); *id.* at 121:2–121:10 (same as to entity Elite Coach); *id.* at 131:18–131:22 (same as to entity Elite RE); *id.* at 179:23–180:6 (same as to entity Royal Dispatch); and *id.* at 190:25–192:3 (same as to entity DSS).

business for multiple non-Debtor entities;<sup>7</sup> and multiple non-Debtor entities used the Debtors' office without compensating the Debtors;<sup>8</sup> and

- The testimony from the March Deposition raised many questions about other entities which Mr. Chaudhary owns or controls, several of which appear to have assets, including (but not limited to) multiple companies or trusts.<sup>9</sup>

8. In March 2024, the Committee's counsel learned that Mr. Chaudhary retained personal counsel. Consistent with prior representations that Mr. Chaudhary would engage in voluntary discovery, the Committee requested that Mr. Chaudhary sit for a deposition ("**Second Deposition**") and provide documents in his personal capacity. The Second Deposition was tentatively set for March 27, 2024. This was adjourned when the Committee objected to the Final DIP and request that the cases be converted because it concluded that there was no valid reorganization purpose was served by permitting these cases to remain in Chapter 11.

9. In April, the Committee requested the Second Deposition be rescheduled. The Committee's counsel was told that Mr. Chaudhary was working on document production and would reschedule the Second Deposition. In late April, the Committee followed-up and requested dates for the Second Deposition. Simultaneously, the Debtors' counsel advised that they were working with Mr. Chaudhary's counsel to consensually produce requested documents from the related non-Debtor entities.

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<sup>7</sup> Mar. Dep. 78:23–80:12 (stating entity Citilease did not have its own phone number or email address to conduct business and thus used Debtor Elite's phone number and address); *id.* at 93:2–93:7 (same as to entity Lincoln Leasing); *id.* at 100:11–100:25 (same as to entity Soundview DAM); *id.* at 112:4–113:5 (same as to entity Soundview RE); and *id.* at 132:7–132:17 (same as to entity Elite RE);

<sup>8</sup> *Id.* at 68:16–69:11 (stating Astoria Motors shares space with the Debtors, but does not compensate the Debtors for its use of the space); *id.* at 78:10–78:22 (same as to entity Citilease); *id.* at 92:16–92:25 (same as to entity Lincoln Leasing); *id.* at 111:12–112:3 (same as to entity Soundview RE); *id.* at 130:19–131:9 (same as to entity Elite RE); *id.* at 138:20–138:22 (same as to entity Elite Real Estate and Elite RE); and *id.* at 148:14–149:2 (same as to entity Gale Avenue).

<sup>9</sup> *Supra* notes 2–8; *e.g.*, Mar. Dep. 176:2–176:17 (stating Mr. Chaudhry's family trust owes forty (40) percent of Soundview Africa).

10. In May, the Debtors' counsel and Mr. Chaudhary's counsel discussed providing evidence of financial wherewithal of related non-Debtor entities to avoid protracted and costly Bankruptcy Rule 2004 production and examinations. The Committee agreed to further defer the Second Deposition provided documents were produced on a rolling basis as promised. Despite multiple conversations about what documents the Committee sought, on May 9, 2024, Mr. Chaudhary requested a comprehensive list of documents sought by the Committee, and on May 13, 2024, advised that Mr. Chaudhary was gathering documents. The Committee provided comprehensive document requests to Mr. Chaudhary's and the Debtors' respective counsel on May 22, 2024.<sup>10</sup>

11. Mr. Chaudhary's delays continued into June, when Committee counsel discussed the document requests with Mr. Chaudhary's counsel to "triage" the most important documents that could obviate the need for immediate responses to other demands. On Friday, June 14, 2024, the Committee was advised that Mr. Chaudhary would begin producing documents on Monday or Tuesday. The following Wednesday, June 19, 2024, still having received nothing from Mr. Chaudhary despite him knowing of and purportedly gathering responsive documents for months, Committee counsel requested documents begin being provided on a rolling basis by June 24, 2024. Once more, on June 20, 2024, the Committee was advised that the documents would be forthcoming the next week. Mr. Chaudhary also noted for the first time that many documents sought were objectionable. After further conversation, Mr. Chaudhary's counsel told Committee counsel to file this Application. Mr. Chaudhary has no credibility with the Committee and is clearly improperly delaying and stalling the Committee's investigation.<sup>11</sup>

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<sup>10</sup> The requests are the same as those in the Document Requests attached as Exhibit B, although the order in which the requests appear has been slightly revised.

<sup>11</sup> Members of the Committee involved in the State Court Case have confirmed that Mr. Chaudhary was similarly uncooperative in that proceeding.



### **RELIEF REQUESTED HEREIN**

12. The Committee seeks the entry of an order of this Court under Bankruptcy Rule 2004, substantially in the form of the Proposed Order, compelling Mr. Chaudhary to produce the Documents and appear for a Deposition.

### **APPLICABLE LAW**

13. Bankruptcy Rule 2004(a) provides that “[o]n motion of any party in interest, the court may order the examination of any entity.” Fed. R. Bankr. P. 2004(a). Discovery under Bankruptcy Rule 2004 includes, *inter alia*, both examinations and requests for production of documents. Fed. R. Bankr. P. 2004(c).

14. Bankruptcy Rule 2004 has been called the “basic discovery device used [in] bankruptcy cases.” *In re French*, 145 B.R. 991, 992 (Bankr. D.S.D. 1992). The purpose of Bankruptcy Rule 2004 is to permit a broad investigation into the financial affairs of the debtors to assure the proper administration of bankruptcy estates. *In re Symington*, 209 B.R. 678, 683 (Bankr. D. Md. 1997) (citations omitted). A goal of the investigation is to discover assets and expose any fraudulent conduct. *In re Recoton Corp.*, 307 B.R. 751, 755 (Bankr. S.D.N.Y. 2004); *In re Symington*, 209 B.R. at 683; *In re Valley Forge Plaza Assocs.*, 109 B.R. 669, 674 (E.D. Pa. 1990).

15. It is well-settled that Bankruptcy Rule 2004 is meant to provide broad power to investigate any matter that may “permit a party in interest to quickly ascertain the extent and location of the estate’s assets.” *See In re Fearn*, 96 B.R. 135, 137–38 (S.D. Ohio 1989), *citing In re Good Hope Refineries, Inc.*, 9 B.R. 421, 423 (Bankr. D. Mass. 1981). Indeed, Bankruptcy Rule 2004 is commonly recognized as authorizing a fishing expedition. *In re Fearn*, 96 B.R. at 137–38, *citing In re Vantage Petroleum Corp.*, 34 B.R. 650, 651 (Bankr. E.D.N.Y. 1983) (stating that “the

scope of examination permitted under Rule 2004 is wider than that allowed under the Federal Rules of Civil Procedure and can legitimately be in the nature of a ‘fishing expedition’”).

16. Bankruptcy Rule 2004(b) provides that the scope of the examination “may relate only to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge.” Fed. R. Bankr. P. 2004(b). In addition, “the examination may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefor, and any other matter relevant to the case or to the formulation of a plan.” *Id.*

17. There are two critical differences between discovery under Bankruptcy Rule 2004 and discovery under the Federal Rules of Civil Procedure. First, Bankruptcy Rule 2004 discovery is an investigatory tool in that it is undertaken pre-litigation, that is, before the filing of a lawsuit or motion. In contrast, discovery under the Federal Rules of Civil Procedure is pretrial, that is, after the filing of a complaint. As such, a motion under Bankruptcy Rule 2004 need not be tied to specific factual allegations at issue between parties to a complaint or contested matter. *See In re Symington*, 209 B.R. at 683. Further, Bankruptcy Rule 2004 discovery is subject to fewer objections on grounds of relevance than discovery issued in connection with a contested matter or adversary proceeding. *See id.*

18. Second, the scope of a Bankruptcy Rule 2004 examination is much broader than discovery under the Federal Rules of Civil Procedure. *In re Ecam Publ’ns Inc.*, 131 B.R. 556, 559 (Bankr. S.D.N.Y. 1991) (noting that the scope of Bankruptcy Rule 2004 questioning was extremely broad); *In re Drexel Burnham Lambert Group, Inc.*, 123 B.R. 702, 711 (Bankr. S.D.N.Y.

1991) (same); *In re Corso*, 328 B.R. 375, 383 (Bankr. E.D.N.Y. 2005) (same). Indeed, courts have recognized that the scope of Bankruptcy Rule 2004 examinations is broad, unfettered, and can legitimately be in the nature of a “fishing expedition.” *In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 400 (Bankr. W.D. Pa. 2008); *In re Lev*, Case Nos. 05–35847, 06–2945, 2008 WL 207523, at \*3 (Bankr. D.N.J. Jan. 23, 2008) (unpublished); *In re Bakalis*, 199 B.R. 443, 447 (Bankr. E.D.N.Y. 1996); and *In re Valley Forge Plaza Assocs.*, 109 B.R. at 674.

19. The Documents and testimony sought by the Committee are for the purpose of investigating (i) the Debtors’ and its principal’s acts, conduct, and property, (ii) the liabilities and financial condition of the Debtors, (iii) matters, including but not limited to the Debtors’ transactions and agreements with other entities, which may affect the administration of the Debtors’ estates, and (iv) the Debtors’ ability to formulate a chapter 11 plan. There exist questions which must be answered in the context of an examination under oath, as provided under Bankruptcy Rule 2004, in order to render an informed and accurate determination as to these matters.

20. Since its appointment, the Committee and its professionals have attempted to gather information and conduct an investigation into, *inter alia*, the Debtors and their principal to fulfill the Committee’s duties to its constituency, notwithstanding that there is no clear path to fund such work. The Committee alone is performing this task. The Debtors have not engaged in any investigatory work.

21. Because the Committee’s March Deposition of Mr. Chaudhary was only in his capacity as representative of the Debtors, a deposition of Mr. Chaudhary in his personal capacity and as representative of the many related or affiliated entities he owns or controls, is warranted to determine why—as Mr. Chaudhary has admitted—assets were removed from the Debtors’ estates

without compensation, where those assets went, and whether they may be recoverable for the benefit of creditors.

22. Although a “fishing expedition” is appropriate, the Committee’s Document Requests are not a fishing expedition. The Document Requests are reasonable and targeted demands given that Mr. Chaudhry has admitted to, *inter alia*: (i) commingling funds of the Debtors with his own funds and the funds of other entities he owns or controls; (ii) depleting the driver savings plan; (iii) leasing property to the Debtors without any considering the market value, and thereby funneling funds of the Debtors to a non-Debtor entity he owns or controls; and (iv) using entities he owns or controls as alter egos of Debtor Elite and himself. Notably, among the assets Mr. Chaudhary admitted to using for his direct or indirect benefit was millions from the driver savings plan.

23. Additionally, Mr. Chaudhary acknowledged the existence of a family trust, which upon information and belief, Mr. Chaudhary controls directly or indirectly, and which has transacted with the Debtors. The Committee needs to explore if any of the Debtors’ funds or other assets were transferred to the trust, and if so, whether the transfers were appropriate or avoidable. This is especially relevant given the disregard for corporate formalities that Mr. Chaudhary acknowledged for various transactions between the Debtors and other entities.

24. The Documents and Deposition will reveal information relating to matters that materially affect the Debtors’ financial condition and estates. This information will enable the Committee to satisfy its mandate to investigate the Debtors and their business operations to uncover recoverable value. The information sought clearly relates to the financial condition of the Debtors and affects the administration of the Debtors’ estates and their ability to propose a confirmable plan.

25. Accordingly, the Committee respectfully submits that it has demonstrated significant cause for the Documents and Deposition contemplated herein, and requests that the Court enter the Proposed Order.

#### **PROPOSED PROCEDURE**

26. The Committee requests an order from this Court compelling Mr. Chaudhary to immediately produce all Documents sought in Exhibit B within ten (10) days of the entry of the Proposed Order.

27. The Committee further requests that Mr. Chaudhary be compelled to appear at the offices of Committee counsel thirty (30) days after all Documents are produced or the Court rules on any objections to production, whichever is later.

#### **NOTICE**

28. Notice of this Application has been given to: (i) counsel to the Debtors; (ii) counsel to Mr. Chaudhary; (iii) the Office of the United States Trustee for the Eastern District of New York; and (iv) all other persons that have filed notices of appearance in these proceedings.

#### **NO PRIOR RELIEF**

29. No previous application for the relief sought herein has been made to this or any other court.

#### **RESERVATION OF RIGHTS**

30. The Committee reserves and preserves the right to amend or supplement this Application, and to ask the Court for permission to seek additional information from Mr. Chaudhary and others who may have relevant documents and information in their possession.

**CONCLUSION**

**WHEREFORE**, the Committee respectfully requests that the Court grant the Application, enter an order substantially in the form annexed hereto, and grant such other and further relief as the Court deems just and proper.

Dated: New York, New York  
July 26, 2024

**MORRISON COHEN LLP**  
*Counsel for the Official Committee of  
Unsecured Creditors*

By: /s/ David J. Kozlowski  
Joseph T. Moldovan  
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**Exhibit A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
<b>ELITE LIMOUSINE PLUS, INC., et al.</b>	:
	:
	:
Debtors. <sup>1</sup>	:
-----X	

Chapter 11  
Case No.: 23-43088 (JMM)  
Jointly Administered

**ORDER UNDER  
FEDERAL RULE OF BANKRUPTCY PROCEDURE 2004**

Upon consideration of the “**Application**” of the Official Committee of Unsecured Creditors (“**Committee**”) of Elite Limousine Plus, Inc., *et al.* (“**Debtors**”), by its counsel, Morrison Cohen LLP, as and for its Application under Rule 2004 of the Federal Rules of Bankruptcy Procedure (“**Bankruptcy Rules**”), and it appearing that no further notice of the Application is required or necessary, and objections, if any, to the Application having been overruled, settled, or withdrawn, and after due deliberation, and sufficient cause appearing therefor, it is hereby

**ORDERED**, that the Application is GRANTED in all respects; and it is further

**ORDERED**, that Shafquat Chaudhary is hereby directed to produce on a rolling basis, but in no event later than ten (10) days of entry of this Order, the documents requested in the document request, attached as **Exhibit B** to the Application (“**Document Requests**”), for examination at the offices of Morrison Cohen LLP, 909 Third Avenue, New York, New York, 10022, Attn: David J. Kozlowski, Esq. & Dawn Sudama, Esq., dkozlowski@morrisoncohen.com & dsudama@morrisoncohen.com; and it is further

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<sup>1</sup> The Debtors are Elite Limousine Plus, Inc. (23-43088) and Dispatch Support Services LLC (23-43089).



**ORDERED**, that Shafquat Chaudhary is hereby directed to ensure that all documents and other information, including without limitation in any electronic format, requested in the Application or otherwise relevant to the Debtors, their acts, conduct, assets, liabilities, financial condition, and these chapter 11 cases are properly maintained, are available for inspection, and are not destroyed; and it is further

**ORDERED**, that the Committee is authorized and empowered to undertake the examination of Shafquat Chaudhary about the matters for examination set forth in the Document Requests; and it is further

**ORDERED**, that Shafquat Chaudhary is hereby directed to appear for an in-person examination at the offices of Morrison Cohen LLP, 909 Third Avenue, New York, New York, 10022 at a mutually convenient date no later than thirty (30) days after all Documents are produced or the Court rules on any objections to production, whichever is later, and answer questions under oath regarding any matter permitted under Bankruptcy Rule 2004, including the Documents requested in the Document Request and the subject matters referred to therein and in the Application; and it is further

**ORDERED**, that, as provided by Bankruptcy Rule 7062, this Order shall be effective and enforceable immediately upon entry; and it is further

**ORDERED**, that service of a copy of this Order by email, hand, or overnight delivery upon counsel to Shafquat Chaudhary shall be deemed due and sufficient service and the Committee need not serve any subpoena or other process in order to effectuate this Order; and it is further

**ORDERED**, that this Order is without prejudice to the Committee's right to file a further application under Bankruptcy Rule 2004 seeking additional documents and testimony if warranted under the circumstances.

**Exhibit B**

**Document Request / Documents**

## **REQUEST FOR DOCUMENT PRODUCTION**

Pursuant to order of the United States Bankruptcy Court for the Southern District of New York granting the application of the Official Committee of Unsecured Creditors (“**Committee**”) of Elite Limousine Plus, Inc., *et al.* (“**Debtors**”), by its counsel, Morrison Cohen LLP (“**Morrison Cohen**”), as and for its Application pursuant to Rule 2004 of the Federal Rule of Bankruptcy Procedure, Shafquat Chaudhary, in his individual capacity and on behalf of various Entities (defined below), is to produce documents responsive to the Committee’s requests (“**Document Requests**”) to Morrison Cohen.

### **Definitions**

Pursuant to Rule 7026–1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (“**Local Rules**”), the uniform definitions and rules of construction set forth in Rule 26.3 of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York are incorporated fully herein. Furthermore, any other definition from the Federal or local rules shall apply.

For the purposes of these Document Requests and the Instructions, the following Definitions shall apply:

1. “**and**” as well as “**or**” means either disjunctively or conjunctively as is necessary to bring within the scope of these Document Requests all documents which might otherwise be construed to be outside their scope. The singular includes the plural, and the plural includes the singular. Unless otherwise specified, all items include the past, present, and future.
2. “**any**” means one or more and is construed to mean “any and all” where the effect of such construction is to broaden the scope of the Documents Requests.
3. “**Communication**” means any disclosure, transfer, or exchange of information or opinion, however made.
4. “**Concerning**” means evidencing, supporting, reflecting, discussing, mentioning, constituting, referring to, relating to, or bearing upon in any manner whatsoever.
5. “**Control**” means to manage, own equity in, be a member of, have decision making capabilities for, or receive an income, including a dividend, from.
6. “**Debtors**” means Elite and DSS.
7. “**Document**” as used herein has the broadest meaning permitted under the Federal Rules of Civil Procedure and all other applicable rules. It means any written, recorded, or graphic material of any kind, whether prepared by you or by any other person, that is in your possession, custody, or control. It includes agreements, books, charts, computer files, contracts, correspondence, drawings, emails, graphs, invoices, letters, maps, memoranda, notes, papers, photographs, records, recording discs, recording elements, recording tapes, reports, studies, text messages, USBs (universal serial buses), and the like. It also includes electronically stored data from which information can be obtained either directly or by translation through detection devices or readers; any such document is to be produced in a

reasonably legible and usable form. The term “document” also includes all drafts of a document and all copies that differ in any respect from the original, including any notation, underlining, marking, or information not on the original. The term also includes information stored in, or accessible through, computer or other information retrieval systems (including any computer archives, back-up systems, or drives), together with instructions and all other materials necessary to use or interpret such data compilations.

8. **“DSS”** means Dispatch Support Services LLC.
9. **“Elite”** means Elite Limousine Plus Inc., together with any affiliates, subsidiaries, and assigns.
10. **“Elite RE”** means Elite RE Corp., together with any affiliates, subsidiaries, and assigns.
11. **“Email”** or **“computer file”** means any information that has been prepared, retained, or stored, using magnetic, optical, read-only memory, or electronic means, in or on (a) active computer disks or tapes; (b) backup or archival disks or tapes; (c) hard disks; (d) floppy disks; (e) personal computers connected to a local area network, but which still maintain their own working files on internal hard disks; (f) notebook, personal computers, or any type of portable memory device used to store digitized information; (g) removable hard disks, or other memory storage devices such as memory sticks or telephones with memory, (h) electronic mail and any memory device which stores electronic mail; or (i) all directories and all subdirectories and metadata. This definition includes deleted information that can be “undeleted” or recovered in any manner or for any reason, including because the information was prepared, retained, or stored in more than one location, as described above.
12. **“Entity”** or **“Entities”** means any company, corporation, limited liability company, partnership, sole proprietorship, or trust which Mr. Chaudhary Controls, including, but not limited to, (a) Alliance Limousine, (b) Asterride, (c) Asterride Acquisition, (d) Astoria Motors LLC, (e) Citilease LLC, (f) DSS, (g) Elite, (h) Elite Auto Spa, (i) Elite Coach, (j) Elite RE Corp., (k) Elite Spectrum I, Inc., (l) Gale Avenue LLC, (m) Gale Avenue Realty LLC, (n) Global Satellite Entertainment, (o) Greek Elite, (p) Limonet, (q) Lincoln Leasing, (r) Metro Auto Tech Inc., (s) National Broadcasting Group Inc., (t) New York Limousine Inc., (u) Soundbit Dam, Inc., and (v) each of the Soundview Entities.
13. **“Include”** is construed to mean “including, but not limited to,” where the effect of such construction is to broaden the scope of the Documents Requests.
14. **“Information”** means Communications, Documents, and Emails/computer files.
15. **“Insider”** means any (a) relative of Mr. Chaudhary; (b) general partner of Mr. Chaudhary; (c) relative of a general partner of Mr. Chaudhary; and (d) corporation of which Mr. Chaudhary’s relative is a director, officer, equity owner, or person in control. For the purposes of this definition, Insider is limited to individuals and does not include any Entity.
16. **“Long-Term Savings Plan”** the plan, also called the “Drivers’ Savings Fund,” by which money belonging to drivers for Elite was held by Elite—or any other Entity—on behalf of

the drivers. For purposes of these Document Requests, “Long-Term Savings Plan” includes any similar program.

17. **“Mr. Chaudhary”** means Shafquat Chaudhary in his personal capacity, on behalf of an Entity, or both as appropriate.
18. **“Outside Entities”** means (a) FCS, (b) Odyssey Limousine, (c) Odyssey Global Transportation; (d) Rawal Construction, and (e) Royal Dispatch.
19. **“Petition Date”** means August 29, 2023.
20. **“Properties”** means any real property which Mr. Chaudhary owns or controls (whether through an Entity or otherwise), including, but not limited to, (a) 36-01 37th Avenue, Long Island City, NY 11101; (b) 23-10 44th Drive, Long Island City, NY 11101; and (c) 3272 Gale Avenue, Long Island City, NY 11101.
21. **“FCS”** means First Corporate Sedans.
22. **“R&R”** means Rosenthal & Rosenthal Inc.
23. **“Royal Dispatch”** means Royal Dispatch Services, Inc.
24. **“Soundview Entities”** means Soundview Broadcasting LLC, Soundview DAM LLC, Soundview RE LLC, Soundview South Africa LLC, and Soundview Technologies LLC.
25. **“Transfer”** means any conveyance of a right, interest, advantage, benefit, or profit, or any forbearance, detriment, prejudice, inconvenience, disadvantage, loss, responsibility, act, or service given, suffered, or undertaken for the benefit of an another, including without limitation, any payments or conveyances of cash, checks, automated clearing house transfers, wire transfers, notes, debentures, security interests, mortgages, liens, or other property.
26. **“you” or “your”** means and refers to the person or entity responding to any particular Document Request and any of its current or former affiliates, subsidiaries, parent corporations, predecessors, and successors, and all their current or former directors, officers, employees, agents, attorneys, advisors, and representatives.

*Instructions follow on the next page.*

### **Instructions**

1. **Review and Inclusion.** In responding to each Document Request, you are to review and search all relevant files of the appropriate person or entity and answer each Document Request. All Document Requests are deemed to include requests for any transmittal sheets, cover letters, enclosures, or any other annexes or attachments any Information being provided.
2. **Production Period.** Unless otherwise stated, each Document Request calls for production of Information from the period starting six (6) years before the Petition Date through present.
3. **Withholding Information.** If any responsive Information is withheld from production for any reason, furnish a list specifying, for each type of Information: (a) the reason for which it is being withheld; (b) its character (letter, memorandum, etc.); (c) the name, position, and business affiliation of its author or authors; (d) the name, position, and business affiliation of each recipient of the document or a copy thereof; (e) the date on which it was written; (f) its general subject matter; (g) the specific request to which it is responsive; and (h) its present custodian. If the Information is withheld based on a claim of privilege, also identify the nature of the privilege.
4. **Deleted or Destroyed Information.** If any Information that relates to a request has been deleted or destroyed, please provide the following: (a) the place, date (or approximate date), and manner of recording or otherwise preparing of the Information; (b) the name and title of sender, and the name and title of the recipient of the Information; (c) a summary of the contents of the Information; (d) the identity of each person or persons (other than stenographic or clerical assistance) participating in the preparation of the Information; (e) the identities of all persons having knowledge of the substance of the Information; (f) the date on which the Information was destroyed; (g) the reason the Information was destroyed; and (h) whether the claimed destruction occurred as a result of any policy regarding the destruction of Information (and if so, describe and provide a copy of the policy).
5. **Lack of Possession.** If any Information that relates to the scope of these Document Requests is no longer in your possession because it has been returned to an individual or entity, please provide the following Information: (a) the place, date (or approximate date), and manner of recording or otherwise preparing of the Information; (b) the name and title of sender, and the name and title of the recipient of the Information; (c) a summary of the contents of the Information; (d) the identity of each person or persons (other than stenographic or clerical assistance) participating in the preparation of the Information; (e) the identities of all persons having knowledge of the substance of the Information; (f) the date on which the Information was returned; (g) the reason it was returned; and (h) whether the claimed return occurred as a result of any policy relied upon by you (and if so, describe and provide a copy of the policy).
6. **Manner of Production.** All Documents should be produced, as closely as possible, in the manner and order in which they are kept. All Information is to be organized and labeled to correspond with the categories in each Document Request so long as the organization or labeling does not distort or conflict with understanding the substance of the Information. Specifically, each set of responsive Information held by a particular entity, employee, or representative thereof

should be identified as being from that certain person's or office's files. Further, all file folders, dividers, and other containers for such Information should be copied so that it can be understood who keeps the documents produced, where they are kept, and how they are organized. Information attached to each other or contained in a file, folder, or similar binder should not be separated.

7. **Continuation and Further Production.** Each Document Request shall be deemed continuing. You are to supplement your production of Information promptly upon obtaining additional responsive Information. If, after responding, you obtain or become aware of any additional Information responsive to these Document Requests, production of such additional Information is to be made forthwith.

*Document Requests follow on the next page.*

## **Document Requests**

The Committee requests that you produce all Information in your possession (physically or digitally), custody, or control by delivering the same, in physical or digital format, as appropriate, to Morrison Cohen LLP, 909 Third Avenue, New York, NY, 10022-4784 Attn: David J. Kozlowski (dkozlowski@morrisoncohen.com) and Dawn R. Sudama (dsudama@morrisoncohen.com), on a rolling basis as Information becomes available, with production for each Document Request section to be completed and delivered as to have been received according to the Application.

### **I. Lists**

1. A list of all of Mr. Chaudhary's current or former alternative names or aliases, or an indication that there are none.

2. A list of each Entity's trade names, doing business as ("d/b/a") names, formerly known as ("f/k/a") names, aliases, or other alternative names.

3. A list of all organizations Mr. Chaudhary Controls or has Controlled, and supporting documents concerning the current status of operation of those organizations and their corporate structures. This request includes the Entities, and any corporation, company, limited liability company, partnership, sole proprietorship, or trust, whether or not such organizations are operational and, where applicable, the reasons for why such organizations are no longer operating (each, a "**Non-Operating Entity**").

4. A list of all current and former officers, directors, and members of each Entity.

5. A list of all assets Mr. Chaudhary holds, including cash, cash equivalents, digital assets, licenses, and domain names, and any analysis, collateral valuations, pledge agreements, or other supporting documents concerning such assets.

6. A list of all assets each Entity holds, including cash, cash equivalents, digital assets, licenses, and domain names, and any analysis, collateral valuations, pledge agreements, or other supporting documents concerning such assets.

7. A list of financial accounts Mr. Chaudhary Controls or has Controlled, including but not limited to bank accounts, investment accounts, credit card accounts, employee pension plans, or trust accounts.

8. A list of financial accounts any Entity Controls or has Controlled, including but not limited to bank accounts, investment accounts, credit card accounts, employee pension plans, or trust accounts.

9. A list of all intellectual property the Soundview Entities own and license out. This request includes Information concerning the Soundview Technologies LLC software that was created for or for use by Elite, a list of the other Entities that use such software along with any license fee, royalty, or other payment each entity makes for such use, and a list of all other third parties that use such software along with any license fee, royalty, or other payment each entity



makes for such use. If the software created, used, or licensed is not owned by Soundview Technologies LLC, then an identification of which Soundview Entity or other person or Entity owns such software.

## **II. Real Property**

10. A copy of the deed or lease (or similar documents) for any real property assets Mr. Chaudhary owns or owned and a copy of any appraisal, broker opinion of value, or similar document for each such real property asset (collectively, “**Chaudhary Properties**”).

11. A copy of the deed or lease (or similar documents) for any real property assets currently or formerly owned by any Entity and a copy of any appraisal, broker opinion of value, or similar document for each such real property asset. This request includes but is not limited to Information concerning the Properties (collectively, “**Entity Properties**” and together with the Chaudhary Properties, “**Collective Properties**”).

12. Any Information relating to any mortgage, guaranty, or other lien, claim, or encumbrance on any of the Collective Properties.

13. Any Information relating to any lease or lessee on the Collective Properties.

## **III. Transfers**

14. Any Information regarding any Transfer at or exceeding \$10,000, including checks, deposit receipts, or wire receipts, from Mr. Chaudhary to or for the benefit of any Entity or from any Entity to or for the benefit of Mr. Chaudhary.

15. Any Information regarding any Transfer at or exceeding \$10,000 in value, including checks, deposit receipts, or wire receipts, from any Entity to or for the benefit of any other Entity.

16. Any Information regarding any Transfer at or exceeding \$10,000 in value, including checks, deposit receipts, or wire receipts, from any Entity to or for the benefit of any Insider or from any Insider to or for the benefit of any Entity.

17. Any Information evidencing Mr. Chaudhary’s use, outside of his capacity as a representative of the Debtors, of funds from or attributable to either of the Debtors’ (a) employee saving plans, (b) employee injury compensation funds, (c) employee death funds, (d) security deposit funds, or (e) voucher funds.

18. Any Information evidencing any Entity’s use of either of the Debtors’ (a) employee saving plans, (b) employee injury compensation funds, (c) employee death funds, (d) security deposit funds, or (e) voucher funds.

#### ***IV. Trusts***

19. All Information evidencing the existence of any trust controlled, created, or owned by Mr. Chaudhary or into which Mr. Chaudhary or any of the Entities contributed, including but not limited to The Chaudhary Family Irrevocable Trust (all such trusts collectively, “**Trust**”).

20. A list of owners, beneficiaries, and administrators of the Trust.

21. A list of all assets in the Trust.

22. Any Information concerning creation of the Trust.

23. Any Information reflecting the value of the Trust, including any bank statements or financial records (e.g., ledgers, income statements, balance sheets, cash flow statements, etc.).

24. Any Information concerning any Transfer from Mr. Chaudhary to the Trust and the date and amounts of such Transfers.

25. Any Information concerning any Transfer from any Entity to the Trust and the date and amounts of such Transfers.

26. Any Information concerning any Transfer from any Insider to the Trust and the date and amounts of such Transfers.

#### ***V. Use of Assets***

27. Any Information concerning assets owned by Mr. Chaudhary and used by any Entity including but not limited to software licenses, general licenses, patents, copyrights, trademarks, or trade secrets. This request includes identifying the asset and the user.

28. Any Information concerning assets owned by Mr. Chaudhary and used by an Insider including but not limited to software licenses, general licenses, patents, copyrights, trademarks, or trade secrets. This request includes identifying the asset and the user.

29. Any Information concerning assets owned by an Entity and used by Mr. Chaudhary including but not limited to software licenses, general licenses, patents, copyrights, trademarks, or trade secrets. This request includes identifying the asset, the owner of the asset, and the user.

30. Any Information concerning assets owned by an Entity and used by an Insider including but not limited to software licenses, general licenses, patents, copyrights, trademarks, or trade secrets. This request includes identifying the asset, the owner of the asset, and the user.

31. Any Information concerning the Transfer or use of funds attributable to, or held as a result of, the Long-Term Savings Plan, excluding any Transfer to a driver who contributed to the Long-Term Savings Plan, pursuant to the Long-Term Savings Plan’s stated purpose.

**VI. Obligations**

32. Any Information concerning Mr. Chaudhary's personal obligations to R&R, including all Documents (including financial statements, receipts, or wire transfers) and Communications, including communications among counsel for the same.

33. Any Information concerning any Entity's obligations to R&R, including all Documents (financial statements, receipts, or wire transfers) and Communications, including communications among counsel for the same.

34. Any Information concerning Mr. Chaudhary's personal obligation to pay any tax, or personal responsibility or liability for any unpaid tax.

35. Any Information concerning any Entity's obligation to pay or responsibility for any tax or any Entity's failure to pay taxes.

**VII. Other Connections and Dealings**

36. Any Information concerning any Entity's current or former involvement with the following individuals: (a) Mustaq Ali, (b) Yves Bollanga, (c) Adris Chakrkorbrati, (d) Bella Epstein, (e) Andrew Eldey, (f) Kathi Markou, (g) Vita Ozen, (h) Khawar Shamshad, (i) Mian Siddiqu, (j) Guy Ben-Zion, and (k) Amir Ben-Zion.

37. Any Information concerning Mr. Chaudhary's personal or professional dealings with FCS, outside of his capacity as a representative of the Debtors.

38. Any Information concerning any contribution, funding, or other assistance Mr. Chaudhary provided to any of the Outside Entities, including checks, wire receipts, or ledgers.

39. Any Information concerning Mr. Chaudhary's personal or professional dealings with any of the Outside Entities.

40. Any Information concerning any Entity's dealings with any of the Outside Entities, including any vendor relationships.

41. Any Information concerning any Entity's relationships with (a) Communicar; (b) Concorde Limousine; or (c) XYZ Two Way Radio; including but not limited to any Information concerning license agreements.

42. Any Information concerning agreements of any kind or nature between the Debtors and any of the Outside Entities.

**Exhibit C**

**March Deposition Transcript**

**In the Matter Of:**

**IN RE: ELITE LIMOUSINE PLUS, INC.**

23-43088-JMM

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**SHAQUAT CHAUDHARY**

*March 13, 2024*

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**ESQUIRE**  
DEPOSITION SOLUTIONS

800.211.DEPO (3376)  
[EsquireSolutions.com](http://EsquireSolutions.com)

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

1

1  
2 UNITED STATES BANKRUPTCY COURT

3 EASTERN DISTRICT OF NEW YORK

4  
5 In re: ) Case No.  
6 ) 23-43088-JMM  
7 ELITE LIMOUSINE PLUS, INC., )  
8 et al., )  
9 Debtors. )  
----- )

10  
11  
12  
13 VIDEOCONFERENCE DEPOSITION OF  
14 SHAQUAT CHAUDHARY  
15 New York, New York  
16 Wednesday, March 13, 2024

17  
18  
19  
20  
21  
22  
23  
24 Reported by:  
25 TAMI H. TAKAHASHI, RPR, CSR  
JOB NO. J11030376

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

2

March 13, 2024

10:05 a.m.

Videoconference Deposition of  
SHAQUAT CHAUDHARY, held via Zoom remote  
videoconferencing software in New York,  
pursuant to Notice, before TAMI H. TAKAHASHI,  
a Registered Professional Reporter and Notary  
Public of the State of New York.

## A P P E A R A N C E S:

(All parties appearing remotely)

## Representing the Debtors:

LaMONICA HERBST &amp; MANISCALCO, LLP

3305 Jerusalem Avenue, Suite 211

Wantagh, New York 11793

516.826.6500

BY: MELANIE FITZGERALD, ESQ.

mfitzgerald@lhmlawfirm.com

ADAM WOFSE, ESQ.

awofse@lhmlawfirm.com

## Representing the Official Committee of

## Unsecured Creditors:

MORRISON COHEN LLP

909 Third Avenue

New York, New York 10022

212.735.8825

BY: DAVID J. KOZLOWSKI, ESQ.

dkozlowski@morrisoncohen.com

JOSEPH T. MOLDOVAN, ESQ.

jmoldovan@morrisoncohen.com



1  
2 IT IS HEREBY STIPULATED AND AGREED  
3 by and between the attorneys for the  
4 respective parties herein, that filing  
5 and sealing be and the same are hereby  
6 waived.

7 IT IS FURTHER STIPULATED AND AGREED  
8 that all objections, except as to the  
9 form of the question, shall be reserved  
10 to the time of the trial.

11 IT IS FURTHER STIPULATED AND AGREED  
12 that the within deposition may be signed  
13 and sworn to before any officer  
14 authorized to administer an oath, with  
15 the same force and effect as if signed  
16 and sworn to before the Court.

17  
18  
19  
20  
21 -O-  
22  
23  
24  
25

1  
2 STENOGRAPHIC REPORTER: Good  
3 morning. This is Tami Takahashi. I'm a  
4 Registered Professional Reporter and New  
5 York State notary public. This  
6 deposition is being held via  
7 videoconference. The witness and I are  
8 not in the same room. The witness will  
9 be sworn in remotely, and the parties  
10 stipulate that the testimony is being  
11 given as if the witness was sworn in  
12 person.

13 S H A Q U A T C H A U D H A R Y, called  
14 as a witness, having been duly sworn by a  
15 Notary Public, was examined and testified  
16 as follows:

17 EXAMINATION

18 BY MR. KOZLOWSKI:

19 Q. Good morning. My name is David  
20 Kozlowski. I represent the official  
21 committee of unsecured creditors in the  
22 bankruptcy cases of Elite Limousine Plus,  
23 Inc. and Dispatch Support Services LLC,  
24 jointly administered and currently pending in  
25 the Eastern District of New York Bankruptcy

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

6

1 S. Chaudhary

2 Court.

3 If I refer to the "committee," it's  
4 in reference to the official committee of the  
5 unsecured creditors. If I refer to the  
6 "debtors," it's in reference to Elite  
7 Limousine Plus, Inc., which I'll try to call  
8 debtor "Elite" where necessary, and Dispatch  
9 Support Services LLC, which I will refer to  
10 as "DSS."

11 Mr. Chaudhary, you're appearing at  
12 this deposition voluntarily to answer some  
13 initial questions we have about the  
14 bankruptcy cases and the debtors and your  
15 role and some related matters. The date and  
16 time of this deposition were agreed to by all  
17 parties.

18 I understand that you've also  
19 voluntarily agreed to be deposed in your  
20 personal capacity and in connection with some  
21 other entities, and that you have separate  
22 counsel for that. I also understand that  
23 there may be -- that you know there may be  
24 future discovery and possibly even additional  
25 depositions related to these matters.

1 S. Chaudhary

2 In any event, let me take a moment  
3 to thank you for making yourself available  
4 today. Before we start, I'd like to go  
5 through a few ground rules. In this  
6 deposition I will be asking you questions,  
7 and your answers will be given under oath and  
8 taken down by the court reporter.

9 Please answer all questions using  
10 words. Nodding your head, gesturing, saying  
11 "um-hum" cannot be accurately recorded by the  
12 court reporter.

13 If you do not understand a question  
14 or if I use a word or a phrase you do not  
15 understand, please ask me, and I'll try to  
16 rephrase it. If you don't know the answer to  
17 a question, please do not guess. I may ask  
18 for your best estimate about a matter if you  
19 cannot provide a specific answer or a  
20 specific recollection.

21 As I mentioned off the record,  
22 I'm -- I apologize, I'm recovering from a  
23 cold. And as such I may cough, sneeze, clear  
24 my throat or speak with a progressively  
25 raspier voice. So if you simply can't hear a

1 S. Chaudhary

2 question or if you can't understand me or if  
3 you'd like me to repeat it, please say so.  
4 I'm happy to do so. Don't try to guess at  
5 what I was asking. I take no offense to you  
6 not understanding me.

7 The questions and answers will be  
8 taken down, a transcript will be prepared.  
9 You'll have an opportunity to review the  
10 transcript and make necessary corrections to  
11 it, but I do ask that you give your best  
12 recollection today.

13 If at any time you need a break to  
14 use the restroom, consult with your  
15 attorneys, stretch your legs or for any  
16 reason, just please ask. I'll be happy to  
17 take a break. But just keep in mind we  
18 cannot break while there is a question  
19 pending, so you have to answer the question  
20 that's pending first and then we can -- we  
21 can take a few minutes.

22 A. Okay.

23 Q. I will assume that you've completed  
24 an answer when I ask a new question. If I'm  
25 mistaken or if I inadvertently cut you off,

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

9

1 S. Chaudhary  
2 please let me know immediately and I will  
3 give you an opportunity to finish responding.

4 A. Okay.

5 Q. Mr. Chaudhary, and I apologize if  
6 I'm mispronouncing your name.

7 But, Mr. Chaudhary, do you  
8 understand that the oath you've just taken to  
9 tell the truth is no different than the oath  
10 taken in court before a judge and a jury?

11 A. I understand.

12 Q. Okay. Have you been deposed  
13 before?

14 A. Yes.

15 Q. Can you state when and in what  
16 capacity and under what circumstances you've  
17 been previously deposed?

18 A. Last one was a FCS lawsuit in 2020.

19 STENOGRAPHIC REPORTER: I'm sorry.  
20 He's cutting me off.

21 MR. KOZLOWSKI: Yeah, same. Sorry  
22 about that.

23 A. From 2019 or '20, in that time  
24 period.

25 BY MR. KOZLOWSKI:

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

10

1 S. Chaudhary

2 Q. Okay. And that was in connection  
3 with what?

4 A. The lawsuit by the FCS drivers.  
5 (Reporter clarification.)

6 MR. KOZLOWSKI: And that's FCS,  
7 Frank, Charlie --

8 MR. WOFSE: Hold on for a second,  
9 because you're having trouble hearing  
10 us, right?

11 MR. KOZLOWSKI: We are.

12 MR. WOFSE: Because we just got a  
13 message about Internet connection.  
14 Should we go out and go back in?

15 MS. FITZGERALD: I don't know, but  
16 I'm going to get out. Maybe -- I don't  
17 know if --

18 MR. WOFSE: Let's go off.

19 (Discussion off the record.)

20 MR. KOZLOWSKI: Okay. Just for the  
21 record, we went off the record for a few  
22 minutes while there were some technical  
23 difficulties, and we're hoping that  
24 those are resolved.

25 BY MR. KOZLOWSKI:

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

11

1 S. Chaudhary

2 Q. So let me just apologize. Let me  
3 just go back. And we were talking about  
4 your -- you previously being deposed.

5 So just again for the record, if  
6 you would, can you state when, in what  
7 capacity and under what circumstances you  
8 were previously deposed?

9 A. I think it was in 2020 during the  
10 depositions for a lawsuit by the FCS drivers.

11 Q. Okay. Were -- have you ever been  
12 deposed any other times?

13 A. Yes, many times. I don't remember  
14 the time and the dates.

15 Q. Was that in connection with other  
16 lawsuits?

17 A. Yes.

18 Q. Were you a defendant in those  
19 lawsuits?

20 A. Yes.

21 Q. Do you know approximately how many?

22 A. Three, four.

23 Q. Were those in the last 5 years, 10  
24 years, 20 years? Can you just give an  
25 estimate range?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

12

1 S. Chaudhary

2 A. 10 to 15 years.

3 Q. Okay. Were those in your personal  
4 capacity or in connection with one of your  
5 businesses or in connection with one of the  
6 debtors in particular?

7 A. One of the businesses, other  
8 businesses.

9 Q. I'm sorry?

10 A. Other businesses.

11 Q. Okay. Other businesses. Thank  
12 you.

13 Are you suffering from any illness  
14 or other condition, or have you had any  
15 alcohol or other drugs that might affect or  
16 impair your ability to give accurate and  
17 complete answers today?

18 A. No.

19 Q. Could you tell me, as you sit here  
20 today, is there any reason why you cannot  
21 testify to the best of your recollection or  
22 concentrate on my questions?

23 A. No.

24 MR. KOZLOWSKI: Okay. I'd like to  
25 offer deposition Exhibit Number 1 into

1 S. Chaudhary

2 evidence.

3 (Creditors' Exhibit 1, Elite  
4 Amended Schedules, marked for  
5 identification as of this date.)

6 MR. KOZLOWSKI: Let me just share  
7 the screen on this. Counsel, I believe  
8 you've gotten copies of this.

9 MS. FITZGERALD: Yes.

10 BY MR. KOZLOWSKI:

11 Q. I want to say, right off the bat, I  
12 may refer to certain page numbers in the  
13 exhibits. I'm going to use the page number  
14 of the PDF, and if you look at the shared  
15 screen, you can see over here this is page 1  
16 of 77. I'm going to do it that way because  
17 many of these documents are filed as one  
18 document or collected as one document but  
19 consist of several documents, maybe several  
20 exhibits or addenda, so trying to deal with  
21 the page number at the bottom of the page can  
22 be cumbersome and confusing. So the PDFs --  
23 the PDF page number, I think, is the clearest  
24 way to go.

25 But for now, do you see on the top

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

14

1 S. Chaudhary  
2 of this first page where it says Case  
3 1-23-43088, et cetera?

4 A. Yes.

5 Q. Do you know what that means, what  
6 that -- what that signifies?

7 A. I believe that signifies a case  
8 filed in '23 and the file number of the case  
9 number in reference to Elite's bankruptcy  
10 case.

11 Q. Okay. And do you know what the  
12 presence of this stamp across the top on this  
13 document means?

14 A. I believe it means submitted to the  
15 court.

16 BY MR. KOZLOWSKI:

17 Q. Okay. That's right. Are you  
18 familiar with this document? And I can give  
19 you a few minutes to go through it, if you'd  
20 like.

21 A. I'm familiar.

22 Q. Okay. Do you see your signature  
23 blocks on the first page and, I believe, on  
24 the last page?

25 A. Yeah, I see my signature.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

15

1 S. Chaudhary

2 Q. Okay. Is that your name and title  
3 in those signature blocks?

4 A. Yes.

5 Q. Did you sign or authorize your  
6 digital signature of these documents?

7 A. Yes.

8 MR. KOZLOWSKI: Okay. I'm also  
9 going to, at this time, offer deposition  
10 Exhibit Number 2 into evidence as well.

11 (Creditors' Exhibit 2, DSS  
12 Schedules, marked for identification as  
13 of this date.)

14 BY MR. KOZLOWSKI:

15 Q. Are you familiar with this  
16 document?

17 A. Yes, sir.

18 Q. And you see a similar file stamp  
19 across the top?

20 A. Yes.

21 Q. And do you see your signature  
22 blocks on the first page and the last page?

23 A. Yes.

24 Q. And is that your name and title in  
25 those signature blocks?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

16

1 S. Chaudhary

2 A. Correct.

3 Q. And did you sign or authorize your  
4 digital signature of these documents?

5 A. Yes.

6 Q. The title says "Appointed Manager."  
7 What does that mean?

8 A. It's an LLC, and I'm the manager,  
9 because Elite is a member.

10 Q. And who appointed you?

11 A. I believe Elite appointed me and  
12 the board of managers.

13 Q. Who's on the board of managers for  
14 Elite?

15 A. I think it's me or -- and Khawar  
16 Shamshad.

17 Q. Okay.

18 A. I don't clearly remember who are  
19 the members on the board, but I'm the  
20 manager.

21 MR. WOFSE: Guys, excuse me. Off  
22 the record.

23 (Brief interruption.)

24 BY MR. KOZLOWSKI:

25 Q. Okay. I'm going to ask you to turn

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

17

1 S. Chaudhary

2 to page 11 of the PDF, which is --

3 A. One or two?

4 Q. Of -- I'm sorry. Of Exhibit 1.

5 And do you see here it indicates that there's

6 a trademark? Does debtor Elite own the

7 domain name limousine.com?

8 A. Yes.

9 Q. How did Debtor Elite get that  
10 domain?

11 A. We got it 20 years ago, 20, 30  
12 years ago, when -- when Internet started, we  
13 got it at that time.

14 Q. Do you recall how much --

15 A. We didn't buy it from anybody.

16 Q. You didn't buy it from anybody?

17 A. Yeah.

18 Q. Just as somebody might buy a Web  
19 domain from godaddy.com, one that isn't used  
20 by anybody?

21 A. Correct.

22 Q. Okay. Do you recall how much  
23 Debtor Elite paid for it?

24 A. I don't think we paid anything. We  
25 paid whatever the fee at that time. I think

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

18

1 S. Chaudhary

2 it used to be \$100, 150, in that range.

3 Q. Okay. Has there ever been an offer  
4 made to buy the limousine.com Web domain?

5 A. Yes.

6 Q. When did that offer come in?

7 A. About a year ago.

8 Q. Do you know how much was offered?

9 A. 25,000.

10 Q. 35?

11 A. 25.

12 Q. Who made that offer?

13 A. I don't remember.

14 Q. Was that offer in writing?

15 A. Just on the Internet, you know,  
16 like email, somebody sent me an email.

17 Q. Okay. Have there ever been any  
18 other offers to buy it?

19 A. Time to time come similar offers.

20 Q. Okay. Has there ever been an offer  
21 to buy it from an actual company that  
22 operates in the space, either in the black  
23 car industry or selling cars or renting  
24 limousines, anything along those lines?

25 A. I don't remember.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

19

1 S. Chaudhary

2 Q. Okay. Do you know how much the --  
3 do you know what the value of the Website is?

4 A. No.

5 Q. Okay. How is the Website used?

6 A. It is used to -- basically,  
7 marketing, but mostly to distribute rides to  
8 our affiliates, Elite's affiliates when our  
9 customers travel out of New York, let's say,  
10 L.A., San Francisco or Miami, for that  
11 purpose.

12 Q. Is it -- is it used by other  
13 companies, or is it used by Elite and just  
14 references other companies?

15 A. Just Elite and its affiliates.

16 Q. So Elite and its affiliates?

17 A. Yes.

18 Q. Does it direct business to any of  
19 the affiliates?

20 A. No.

21 Q. Do any of the affiliates compensate  
22 Elite for whatever use they have of the  
23 Website?

24 A. No.

25 Q. What other domain names does the



1 S. Chaudhary

2 debtor own? I'm sorry. Withdrawn.

3 What other domain names does either  
4 debtor own?

5 A. Eliteny.com, nyblackcar.com. There  
6 may be similar others, but not used. Maybe a  
7 few. I don't know the names at this moment.

8 Q. Does eliteny.com, is -- is that  
9 Website in use?

10 A. Yes.

11 Q. And what is -- what is that Website  
12 used for?

13 A. Well, that's Elite's business for  
14 its customers and its marketing, customer  
15 service and information only to our to -- to  
16 prospective customers.

17 Q. And how did debtor -- well,  
18 withdrawn.

19 Does Debtor Elite own eliteny.com?

20 A. Owned by Royal Dispatch. It's an  
21 affiliated company, but not -- not owned by  
22 Elite.

23 Q. How about nyblackcar.com, is that  
24 owned by Elite?

25 A. No. By Royal Dispatch.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

21

1 S. Chaudhary

2 Q. Okay. Are there any other Web  
3 domains owned by Debtor Elite or DSS?

4 A. As I mentioned, Elite may have a  
5 few names. I don't recall those names  
6 because they're not in use. They may have  
7 been taken some time back, but not in use.

8 Q. Does either debtor compensate Royal  
9 Dispatch for the use of eliteny.com or  
10 nyblackcar.com?

11 A. Sorry. Can you repeat that  
12 question.

13 Q. Yes. Does either of the debtors,  
14 so Debtor Elite or DSS, compensate Royal  
15 Dispatch for the use of either of the  
16 Websites you mentioned, eliteny.com or  
17 nyblackcar.com?

18 A. Well, NY -- eliteny.com is used by  
19 Elite. And nyblackcar -- nyblackcar.com is  
20 used by DS -- by Royal Dispatch.

21 Q. Okay. So just looking at  
22 eliteny.com, does Debtor Elite pay or  
23 compensate Royal Dispatch for using that  
24 Website?

25 A. Eliteny.com is only used by Elite.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

22

1 S. Chaudhary

2 Q. Correct.

3 A. It does not compensate anybody.

4 Q. But you mentioned it's owned by  
5 Royal Dispatch?

6 A. No, no. Nyblackcar is owned by  
7 DSS.

8 Q. Okay. Let's -- let's back up for a  
9 second, because I may be getting confused  
10 here. Let's talk just about eliteny.com.

11 A. Okay.

12 Q. Who owns that Web domain?

13 A. Elite.

14 Q. I believe you testified just a few  
15 minutes ago that it's actually owned by Royal  
16 Dispatch. Are you just correcting your  
17 testimony and it's owned by Elite?

18 A. I think I just may -- I misspoken.  
19 I -- or maybe you heard it wrong, so I'm not  
20 sure.

21 Q. Okay. But your testimony is that  
22 eliteny.com is owned by Debtor Elite?

23 A. Correct.

24 Q. Okay. And nyblackcar.com, did you  
25 just say that nyblackcar.com is owned by DSS?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

23

1 S. Chaudhary

2 A. No, by Royal Dispatch.

3 Q. Okay. So your testimony is  
4 nyblackcar.com is owned by Royal Dispatch?

5 A. Yes.

6 Q. Okay. Thank you for clearing that  
7 up.

8 And do either of the debtors use  
9 nyblackcar.com?

10 A. No. DSS has been contracted out as  
11 a -- as a contractor by Royal Dispatch to  
12 operate their business, but it does not  
13 own -- own the Website.

14 Q. Going back to eliteny.com, have you  
15 ever received or has the debtor ever received  
16 any offers to buy that Web domain?

17 A. No.

18 Q. Do you have any idea what that Web  
19 domain is worth?

20 A. I don't think there's any value.

21 Q. Do you know when the debtor  
22 acquired that domain, approximately?

23 A. About 25 years ago, 30 years ago.

24 Q. Do you know approximately how much  
25 the debtor paid for that?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

24

1 S. Chaudhary

2 A. Nothing. Just -- you know, just  
3 got from the Internet provider, some --  
4 somebody like GoDaddy, but a different  
5 company. I don't remember the name.

6 Q. Okay. So going back to Exhibit 1,  
7 where we were, you can see that here it's  
8 listed -- it asks for any patents,  
9 copyrights, trademarks, trade secrets, and  
10 you've listed trademark limousine.com.  
11 Value -- book value of zero dollars. Current  
12 value of the debtors' interest is unknown.

13 Would you say this should be -- in  
14 theory anyway, that this should be amended to  
15 include eliteny.com?

16 A. What page are we talking about?

17 MS. FITZGERALD: It's on the bottom  
18 right.

19 BY MR. KOZLOWSKI:

20 Q. I've got it up on the screen, too.  
21 I don't know if you can see the screen. I  
22 can make this larger, if that's helpful.

23 A. Okay. I see it, um-hum.

24 Q. So -- so let me rephrase the  
25 question.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

25

1 S. Chaudhary

2 Based on your testimony that Debtor  
3 Elite Limousine Plus, Inc. owns eliteny.com,  
4 should eliteny.com be included in this  
5 response, number 60?

6 A. I guess so.

7 Q. Okay. Can you think right now of  
8 any other patents, copyrights, trademarks and  
9 trade secrets, including any other domain  
10 names that were inadvertently left off of  
11 this?

12 A. There's another name, I believe  
13 limonet.net.

14 Q. Limonet.net?

15 A. Yes.

16 Q. And Debtor Elite owns limonet.net?

17 A. Yes.

18 Q. What is that used for?

19 A. Nothing. It was an idea, but never  
20 got used anywhere.

21 Q. Is that Website currently active  
22 and being used for anything?

23 A. The Website might be there, but I  
24 don't think it's being used. I'm not sure.  
25 It may not be there.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

26

1 S. Chaudhary

2 Q. Has the debtor ever received an  
3 offer to buy limonet.net?

4 A. No.

5 Q. Do you know if limonet.net has any  
6 value?

7 A. I don't think so.

8 Q. Are there any other items that  
9 should be included in response to question  
10 number 60?

11 A. I can't think at this moment.

12 Q. Okay. And just for the record, I  
13 said "inadvertently left off of this  
14 question." Obviously, giving the benefit of  
15 the doubt, but I should ask directly: Did  
16 you intentionally omit any information from  
17 this question or any of the questions on  
18 these documents?

19 A. No.

20 Q. Okay. Have you licensed any  
21 Internet domain names to any person or  
22 entity?

23 A. No.

24 Q. Okay. Looking again at Exhibit 1,  
25 a couple of questions down, number 62 -- and

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

27

1 S. Chaudhary

2 I'll highlight it on the screen -- does

3 Debtor Elite have a base license?

4 A. Yes.

5 Q. And what is a base license used  
6 for?

7 A. That authorizes Elite to be able to  
8 dispatch for-hire vehicles.

9 Q. Does Debtor Elite own the base  
10 license or rent it?

11 A. Owns it.

12 Q. When did it come into ownership?

13 A. About 30 years back.

14 Q. Do you recall how much was paid for  
15 the base license?

16 A. You get a base license from the  
17 TLC, taxi commission. Just pay a license fee  
18 and fill out the papers and the application  
19 and you get the license.

20 Q. Okay.

21 A. You don't pay for it. It's a  
22 license from the City.

23 Q. Do you -- do you pay a license fee  
24 every year?

25 A. Yes.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

28

1 S. Chaudhary

2 Q. How much is that fee?

3 A. I think around 500.

4 Q. Okay. And what does the license  
5 allow Debtor Elite to do?

6 A. To be able to dispatch, because  
7 otherwise you are not allowed to dispatch  
8 for-hire vehicles to anybody.

9 Q. Okay. Give me one moment, if you  
10 would.

11 Okay. Looking at Exhibit 2 and  
12 going to the same question, which is number  
13 60, you can see we don't even get there,  
14 because it says, "Does the debtor have any  
15 interests in intangibles or intellectual  
16 property?" If no, go to part 11. And that's  
17 checked. And it skips straight to part 11.

18 So it doesn't even get to the  
19 question number -- I'm sorry -- number 62,  
20 which is where you referenced the base  
21 license in Exhibit 1.

22 So am I correct to infer that DSS  
23 does not have its own base license?

24 A. No. Yes.

25 Q. Let me rephrase, because --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

29

1 S. Chaudhary

2 A. It doesn't have it. It doesn't  
3 have it.

4 Q. Okay. It does not have a base  
5 license?

6 A. Correct.

7 Q. Does it dispatch cars?

8 A. No.

9 Q. Does it use Debtor Elite's base  
10 license?

11 A. No.

12 Q. Okay. Does any entity other than  
13 Debtor Elite use Debtor Elite's base license?

14 A. No.

15 Q. Does DSS coordinate dispatch of  
16 drivers for Royal Dispatch?

17 A. No.

18 Q. Okay. Are you familiar with a  
19 company called First Corporate Sedans, Inc.?

20 A. Yes.

21 Q. Okay. I'm going to refer to that  
22 company as "FCS."

23 Did Debtor Elite acquire some or  
24 all assets of FCS in 2017?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

30

1 S. Chaudhary

2 Q. Did FCS have its own base license  
3 at that time?

4 A. Yes.

5 Q. Was that base license acquired from  
6 FCS?

7 A. I don't recall whether we acquired  
8 and later expired or we didn't acquire. I  
9 don't remember. I don't think we acquired.

10 Q. Is there any reason why you  
11 wouldn't acquire the base license?

12 A. There's really no value. It's just  
13 more paperwork, more headaches maintaining  
14 multiple licenses.

15 Q. Was it your understanding that any  
16 drivers for FCS who came on to drive for  
17 Elite would be dispatched using Debtor  
18 Elite's base license?

19 A. Yes.

20 Q. Okay. Does Debtor Elite use a  
21 radio frequency to contact drivers?

22 A. Not anymore.

23 Q. Not anymore. So did you -- did  
24 Debtor Elite ever use a radio frequency to  
25 contact drivers?

1 S. Chaudhary

2 A. Yes, going back -- not sure. 15  
3 years back, maybe more.

4 Q. How does Debtor Elite currently  
5 communicate with drivers?

6 A. Through Verizon data centers.

7 Q. Is that -- is that an app?

8 A. No -- well, yes, it's an app. We  
9 use Verizon data, and it just let's you text  
10 on your phone. Similarly, we use similar  
11 services from Verizon to send the messages.

12 Q. Is it a closed system, meaning only  
13 Elite, Elite staff and the drivers are on  
14 this, or is this an open system, meaning this  
15 is essentially a texting app that anyone can  
16 use and anyone can receive texts from?

17 A. It's a closed system.

18 Q. Do you own the system or rent or  
19 lease the system or something else?

20 A. Well, Elite owns the tablets, and  
21 we use the software for which we have a  
22 license from Soundview Technologies, and  
23 their software has those features in it.

24 Q. Okay. So Soundview Technologies  
25 owns the software?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

32

1 S. Chaudhary

2 A. There, yes.

3 Q. And it is licensed to Elite?

4 A. Yes.

5 Q. Is there a license agreement  
6 between the two?

7 A. I don't remember. It was so long  
8 ago.

9 RQ MR. KOZLOWSKI: Okay. If there is  
10 a document, I'd like to call for the  
11 production of that document.

12 THE WITNESS: Okay.

13 BY MR. KOZLOWSKI:

14 Q. You mentioned Elite owns the  
15 tablets. Are those tablets included in your  
16 schedules -- in Debtor Elite's schedules of  
17 assets and liabilities?

18 A. I don't know, but it has very  
19 little value.

20 Q. Okay. Do you want to -- do you  
21 want to take a moment -- and I'm happy to  
22 have you confer with your lawyers -- to just  
23 look through the document -- it's Exhibit  
24 1 -- and see if you can see if they're  
25 scheduled in there, and we can go off the

1 S. Chaudhary

2 record for a minute while you look.

3 (Recess taken.)

4 MR. KOZLOWSKI: Okay. We can go  
5 back on.

6 BY MR. KOZLOWSKI:

7 Q. Did you have an opportunity to  
8 review Exhibit 1 with your counsel?

9 A. Yes.

10 Q. Okay. Are you able to point out  
11 where in Exhibit 1 the tablets are scheduled?

12 A. Item number 41.

13 Q. Item number 41. And that is on  
14 page 9 of 77 of the PDF and that would be --  
15 which of these items would that be?

16 MS. FITZGERALD: It's right there.

17 MR. KOZLOWSKI: I'm sorry, I missed  
18 that.

19 A. Page 9 on the top, 41.

20 BY MR. KOZLOWSKI:

21 Q. Right. That lists, you know, maybe  
22 10 or 12 different things. Which one of  
23 these things -- which one of these items is  
24 the tablets?

25 A. Communication systems equipment.

1 S. Chaudhary

2 Q. I'm sorry. I'm not seeing an  
3 item -- there's -- the question asks about  
4 "communication systems equipment and  
5 software," but the responses are "Shore  
6 Telephone System, HQ & ECC Servers, Call  
7 Recording system, Auto Callback system,  
8 Workstation Computers throughout the  
9 Building, Physical Servers For Elite's  
10 Application, Virtual Servers, Existing Dell  
11 Unity Storage System, Xerox, KMBS 4 floor,  
12 KMBS 3 floor and Other miscellaneous office  
13 equipment."

14 A. It's part of the communication  
15 system in 41.

16 Q. Right. Do you see the screen?

17 A. Yes.

18 Q. These are all responses to 41.

19 A. Okay, I see.

20 Q. If I'm missing something, let me  
21 know, but which of these is the responsive  
22 answer?

23 A. We really didn't put any value on  
24 it because it's -- it's a very minuscule  
25 value. You buy \$50 apiece, you know? And

1 S. Chaudhary  
2 when you buy it, what's the value after --  
3 after buying it, after using it? So it's  
4 minuscule to be listed.

5 Q. Okay. Let me go back. Talking  
6 about the radio frequency, you mentioned that  
7 at one point you did use a radio frequency to  
8 contact drivers, correct?

9 A. Yes.

10 Q. Did you license a portion of the  
11 radio spectrum?

12 A. Yes.

13 Q. Do you still have that license?

14 A. Some of them -- actually, currently  
15 there's no value and there's a cost. And we  
16 had the licenses under a different company  
17 name called Soundview Spectrum. But those  
18 licenses are not in operation because we  
19 don't need them. And there's no value --  
20 last 10 years, there have been no value  
21 basically. So some of them we didn't renew  
22 and some of them may be expiring now.

23 Q. Would there be no value to a third  
24 party?

25 A. We tried a few years back, spoke to



1 S. Chaudhary  
2 some broker. There were no -- I didn't find  
3 any -- because in order to maintain the  
4 licenses you need to operate them. If you do  
5 not operate them more than a year or  
6 something, you technically lose it, even if  
7 you own it. And if you try to claim it, you  
8 know, and falsify, you could be -- you know,  
9 you could be in violation of the law.

10 So basically we don't claim we own  
11 it. The license may be under our -- under  
12 Soundview Spectrum's name and it will expire  
13 because we are not operating them. And it  
14 costs a lot of money to operate them.

15 Q. Is either debtor making any  
16 payments to Soundview Spectrum or any other  
17 company, entity or agency for --

18 A. No.

19 Q. -- radio frequencies?

20 A. No.

21 Q. Let me go back for a moment to the  
22 Internet domain that -- domains that you  
23 mentioned Debtor Elite owns.

24 Limousine.com, would you be  
25 surprised to learn that a quick Internet

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

37

1 S. Chaudhary  
2 search indicates that the value of the site  
3 exceeds \$250,000?

4 A. I don't know. Nobody -- nobody  
5 offered me.

6 Q. Have you ever put the domain up for  
7 sale?

8 A. No.

9 Q. Have you ever put eliteny.com up  
10 for sale?

11 A. No.

12 Q. Have you ever put limonet.net up  
13 for sale?

14 A. No.

15 Q. Okay. You mentioned Soundview  
16 Technologies has software. Did -- did  
17 Soundview develop the software?

18 A. Yes.

19 Q. Did Soundview Technologies pay for  
20 that development?

21 A. It was paid by the -- by Elite,  
22 because it was specifically -- it was  
23 developed for Elite and licensed to Elite.

24 Q. And so -- so Debtor Elite paid for  
25 development of software owned by Soundview

1 S. Chaudhary

2 Technologies and licensed to Debtor Elite?

3 A. Yes.

4 Q. How much does Debtor Elite pay for  
5 that license?

6 A. I don't know the number. It's --  
7 it was in 1994, 1996.

8 Q. Was it a one-time payment, or is it  
9 an ongoing annual or monthly payment?

10 A. It was ongoing monthly payments.  
11 It was ongoing monthly payments for a few  
12 years, while it was in development.

13 Q. When was the last time Debtor Elite  
14 made a payment to Soundview Technologies on  
15 account of licensing the software?

16 A. I don't remember.

17 Q. Is it more than three years ago?

18 A. Yes.

19 Q. Do you know what the value of the  
20 software is?

21 A. No.

22 Q. Would this software be potentially  
23 useful for other black car companies?

24 A. Yes.

25 Q. Is this software licensed to any

1 S. Chaudhary

2 other black car companies?

3 A. Yes, it's licensed to three other  
4 companies.

5 Q. What are those three companies?

6 A. XYZ Two Way Radio, Concorde  
7 Limousine and Communicar Two Way Radio.

8 Q. And, I'm sorry. Could you repeat  
9 the third one?

10 A. Communicar.

11 Q. Communicar?

12 A. Yes.

13 Q. Is XYZ Two Way Radio related to or  
14 affiliated in any way with either of the  
15 debtors?

16 A. No.

17 Q. Does it share common ownership or  
18 management with either of the debtors?

19 A. No.

20 Q. Is Concorde Limousine related in  
21 any way to either of the debtors?

22 A. No.

23 Q. Does it share common ownership or  
24 management with either of the debtors?

25 A. No.

1 S. Chaudhary

2 Q. And is Communicar related or  
3 affiliated in any way with either of the  
4 debtors?

5 A. No.

6 Q. Does it share common management or  
7 ownership with either of the debtors?

8 A. No.

9 Q. Do any of these three entities pay  
10 a license fee to Soundview Technologies for  
11 use of the software?

12 A. Yes.

13 Q. Do you know how much or  
14 approximately how much?

15 A. Between \$2500 to 5,000 a month.

16 Q. So 2,500 to 5,000 a month; is that  
17 right?

18 A. Yes.

19 Q. Okay. And that's per entity?

20 A. Per entity, yes.

21 Q. Okay. Do any other companies  
22 license the software from Soundview -- from  
23 Soundview Technologies, I should say?

24 A. No.

25 RQ MR. KOZLOWSKI: I'd like to call

1 S. Chaudhary  
2 for the production of any documents  
3 concerning the software. And I want to  
4 include in that not only the license  
5 agreements with any third parties, but  
6 also any of the documents surrounding or  
7 concerning its creation or development,  
8 please.

9 BY MR. KOZLOWSKI:

10 Q. I think we're going to get into the  
11 relationship of Soundview Technologies with  
12 the debtor a little later, but -- so I'm  
13 going to set that aside for the moment and  
14 move on.

15 So I'm going to ask you now --  
16 there's a lease -- I've seen a lease  
17 agreement for property at Gale Avenue.

18 Apart from this lease, are there --  
19 and apart from any contracts or agreements  
20 either the debtors may have with various  
21 drivers, is either debtor a party to any  
22 contracts with any affiliate company, insider  
23 or third party?

24 A. I'm not very clear with the  
25 question. Can you rephrase it.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

42

1 S. Chaudhary

2 Q. I'm happy to.

3 Let's talk solely about DSS for a  
4 moment.

5 A. Okay.

6 Q. Is DSS a party to a lease or  
7 sublease?

8 A. No.

9 Q. Does DSS have contracts with  
10 drivers?

11 A. No.

12 Q. Does DSS have any contracts with  
13 utility companies?

14 A. No.

15 Q. Does DSS have any -- any currently  
16 existing contracts?

17 A. With Royal Dispatch.

18 Q. It has a contract with Royal  
19 Dispatch?

20 A. I believe it had a contract. It  
21 may be still -- per the contract, may not be  
22 with DSS and Royal. It may be between Elite  
23 and Royal, and Elite just found the entity,  
24 DSS, to operate that contract. But I don't  
25 remember --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

43

1 S. Chaudhary

2 Q. Okay.

3 A. -- exactly.

4 RQ MR. KOZLOWSKI: In either event, I  
5 call for production of that document.

6 THE WITNESS: Okay.

7 BY MR. KOZLOWSKI:

8 Q. Looking now at Debtor Elite --

9 A. Yes.

10 Q. -- does Debtor Elite have contracts  
11 or agreements with various drivers?

12 A. Yes.

13 Q. Okay. Does Debtor Elite -- is  
14 Debtor Elite party to a lease or sublease  
15 agreement?

16 A. Yes.

17 Q. Is that with respect to the Gale  
18 Avenue property?

19 A. Yes.

20 Q. Okay. Does Debtor Elite have any  
21 contracts or agreements with utilities? And  
22 in that I'm including cell phones, cable --  
23 cable television and then of course  
24 electricity, water, gas.

25 A. Yes.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

44

1 S. Chaudhary

2 Q. Okay. Setting aside all of those  
3 three categories of lease or contracts, is  
4 Debtor Elite -- and setting aside the  
5 contract with Royal Dispatch that may be  
6 under Debtor Elite, or it may be with DSS,  
7 are there any other existing contracts that  
8 Debtor Elite is a party to?

9 A. It has a contract with Odyssey  
10 Limousine.

11 Q. Is Odyssey Limousine an affiliate  
12 or related entity to either of the debtors?

13 A. Yes.

14 Q. Give me one moment, if you would.  
15 (Brief interruption.)

16 BY MR. KOZLOWSKI:

17 Q. In what way is Odyssey --  
18 withdrawn.

19 Which of the debtors is Odyssey  
20 Limousine affiliated or connected to, I'll  
21 say?

22 A. Elite.

23 Q. Okay. And in what -- in what way  
24 is Odyssey Limousine related or affiliated to  
25 Debtor Elite?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

45

1 S. Chaudhary

2 A. It's a similar kind of relationship  
3 which Royal Dispatch has with Elite. They  
4 basically outsourced -- there are a few cars,  
5 few accounts. We basically -- they use  
6 Elite's facilities to -- I mean, we use  
7 Elite's facility to dispatch their drivers  
8 using Elite's system, bill under we have, pay  
9 under we have. And we share the gross  
10 profit.

11 Q. Give me another moment. I'm sorry.

12 RQ MR. KOZLOWSKI: I'd like to call  
13 for the production of any documents  
14 between either debtor and Odyssey  
15 Limousine.

16 BY MR. KOZLOWSKI:

17 Q. Does either debtor receive payment  
18 from Odyssey Limousine?

19 A. No. We share the -- the gross  
20 profit. But we collect all the funds, so we  
21 pay them their share.

22 Q. Okay. Who owns Odyssey Limousine?

23 A. Kathi Markou.

24 BY MR. KOZLOWSKI:

25 Q. Sorry. Can you spell that?

1 S. Chaudhary

2 A. K-A-T-H-I, M-A-R-K-O-U.

3 Q. Is Kathi Markou related to you?

4 A. No.

5 Q. Is Debtor Elite a party to any  
6 other contracts or agreements?

7 A. No.

8 Q. Is -- is Debtor Elite's contract  
9 with Odyssey Limousine disclosed in Exhibit  
10 1, which is debtors' schedules of assets and  
11 liabilities?

12 A. No.

13 Q. If you -- no, okay.

14 Do you agree that it should be?

15 A. Yes, it can be.

16 Q. Okay. I'm going to go to page 7 of  
17 Exhibit 1. And -- and this will spill over  
18 onto page 8 as well. According to these  
19 schedules in this exhibit, Debtor Elite  
20 has -- on page 8 you can see it -- a total of  
21 just under 2 million in total accounts  
22 receivable. This includes just under 1 1/2  
23 million that's 90 days old or less.

24 MR. WOFSE: Excuse me, David.

25 MR. KOZLOWSKI: Yes.

1 S. Chaudhary

2 MR. WOFSE: Could -- you just need  
3 to slow down from the PDF to the hard  
4 copy, because it's not the same  
5 pagination.

6 MR. KOZLOWSKI: Right. Okay. Let  
7 me know when you're on the same page.  
8 It's page 2 of Schedule A/B, if that's  
9 helpful.

10 MR. WOFSE: David, what do you have  
11 on the screen?

12 MR. KOZLOWSKI: I am looking at  
13 Exhibit 1 and I'm looking at the  
14 accounts receivable. It's question 11  
15 of Schedules A/B.

16 MR. WOFSE: Okay.

17 MS. FITZGERALD: Yeah, okay. He's  
18 split between pages, that's why.

19 THE WITNESS: Okay.

20 MR. KOZLOWSKI: Yeah. So it's --  
21 yeah, page 7 and 8.

22 BY MR. KOZLOWSKI:

23 Q. Page 8 shows the total just under 2  
24 million, correct?

25 A. No, I show 1. --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

48

1 S. Chaudhary

2 MR. WOFSE: It's on the next page.

3 A. Yeah. Okay, yes.

4 BY MR. KOZLOWSKI:

5 Q. We can -- we can be precise, but  
6 it's all here on paper, so --

7 A. Okay.

8 Q. And then the 90 days old or less is  
9 just under 1.5 million, right?

10 A. Correct.

11 Q. Does this amount, the 90 days old  
12 or less, the 1.485, does that represent a  
13 single receivable, or is it an aggregate  
14 amount?

15 A. An aggregate amount.

16 Q. Okay. And do you see that zero  
17 dollars of it is doubtful or uncollectible,  
18 according to the schedules?

19 A. Anything under 9 -- if it's a total  
20 under 90, that's -- yes, that's correct.

21 Q. Okay. What comprises this amount?

22 A. This is the invoices owned by all  
23 of Elite's customers.

24 Q. Are efforts being made to collect  
25 this?

1 S. Chaudhary

2 A. We're collecting all the time, yes.  
3 We're collecting and billing at the same  
4 time, so balance stays the same.

5 Q. Okay. And over 90 days, you've got  
6 just under half a million. Again, it  
7 indicates -- the schedules indicate zero  
8 dollars is doubtful or uncollectible. Are  
9 efforts being made to collect these amounts?

10 A. A lot of it is really old stuff  
11 sitting there which should have been written  
12 off. So anything which is collectible, I  
13 believe there's some in collection, but very  
14 little of it is collectible. What is  
15 collectible, we try to collect it.

16 Q. Why -- why should it be written  
17 off? Why should any portion of it be written  
18 off?

19 A. Well, it's accumulation over the  
20 years. You know, some of them are --  
21 basically should have been written off.  
22 There's always some bad debts in every year.  
23 So whole last 10, 15 years, you know, they  
24 have just accumulated.

25 Q. So some of this half million may be

1 S. Chaudhary

2 several years old?

3 A. Oh, yes, many years. They're  
4 beyond 120 days, beyond 120, 190 days.

5 Q. Do you agree that this response to  
6 question 11b. is incorrect in that it -- it  
7 says zero dollars of this is doubtful or  
8 uncollectible?

9 A. I read this misunderstood. Maybe  
10 they mean out of 1.485.

11 Q. If you turn to the previous page,  
12 the 1.485 is listed separately.

13 A. Yes.

14 Q. We went through that and you agreed  
15 that the zero dollar figure here is -- there  
16 is in -- is -- I'm sorry -- that the zero  
17 dollar figure there is correct, that all of  
18 that is collectible?

19 A. The 1.485 under -- as I said, under  
20 120 days, under 90 days, that's all  
21 collectible. Anything beyond that 120 days,  
22 if it's collectible, we are after it. But  
23 if we know it's uncollectible, we don't waste  
24 time.

25 Q. Are the parties that owe -- looking

1 S. Chaudhary  
2 solely at the over 90 days amount, are the  
3 parties that owe this still in existence?

4 A. I see where you just pointed me to  
5 90 days old or less. Those are all current  
6 amounts.

7 Q. Correct. If you look at the --

8 A. That's all collectible.

9 Q. If you look at the top of the next  
10 page --

11 A. Okay.

12 Q. -- 11b. shows the over 90 days old  
13 amount, and that's \$495,951.88. Do you see  
14 that?

15 MR. WOFSE: Just let him get there.

16 A. Okay. Over 90 days, yes.

17 Q. Okay. And do you see how zero  
18 dollars of that is listed as doubtful or  
19 uncollectible?

20 A. I think that's an error. That  
21 should be all of it uncollectible, almost  
22 all.

23 Q. Okay.

24 (Reporter clarification.)

25 THE WITNESS: Because there's an



1 S. Chaudhary

2 error there. I think it should be all  
3 of it is uncollectible.

4 BY MR. KOZLOWSKI:

5 Q. So are the parties that owe that  
6 495,000, do those parties still exist?

7 A. I don't know. Some of it is  
8 internal company expense -- you know, travel  
9 to the customer here and there. So that's  
10 why I said it should have been written off or  
11 expensed out, but they may be just sitting  
12 there.

13 Q. Are any of these amounts -- any of  
14 the amounts included in this 495,000 more  
15 than six years old?

16 A. Yes.

17 Q. Do you know approximately how much?

18 A. I don't.

19 RQ MR. KOZLOWSKI: I'd like to ask for  
20 a breakdown of these amounts and the  
21 aging.

22 THE WITNESS: Okay.

23 RQ MR. KOZLOWSKI: And I'll call for  
24 any documents that outline or support  
25 that.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

53

1 S. Chaudhary

2 BY MR. KOZLOWSKI:

3 Q. I'm going to move to Exhibit 2 and  
4 look at the same section of that exhibit.  
5 I'll give you a moment to get there. For me  
6 that is on page 6 of 25 of the PDF.

7 MS. FITZGERALD: Got it?

8 THE WITNESS: Yes.

9 MS. FITZGERALD: Okay.

10 THE WITNESS: I got it.

11 BY MR. KOZLOWSKI:

12 Q. Okay. Now, for this -- these are  
13 the schedules of Debtor DSS, and it looks  
14 here like the over 90 days old amount is  
15 \$156,661.42. Do you see that?

16 A. Yes.

17 Q. And, again, zero dollars is listed  
18 as doubtful or uncollectible. Do you see  
19 that?

20 A. Yes.

21 Q. Is all of this AR collectible?

22 A. I don't know. It looks like there  
23 are similar errors like the -- like in  
24 Exhibit 1. I don't know the answer.

25 RQ MR. KOZLOWSKI: Okay. I call for

1 S. Chaudhary

2 the production of any documents that  
3 will support or show a breakdown of  
4 these amounts.

5 THE WITNESS: Sure.

6 BY MR. KOZLOWSKI:

7 Q. If you look before that, you can  
8 see there are one, two, three, four responses  
9 to question 11a., which is the 90 days old or  
10 less. Do you see that there are four  
11 responses to that?

12 A. Yes.

13 Q. Okay. Are all of these under 90  
14 days at filing, at the time the case was  
15 filed?

16 A. I think so, but I would -- now that  
17 I see some error, I'd like to double-check  
18 it.

19 Q. Okay. Why are these -- why on  
20 Exhibit 1 was the answer to 11a. an aggregate  
21 amount, but on Exhibit 2 there are four  
22 separate amounts listed?

23 A. That's the reason I said I'd like  
24 to check it, if there's an error there.  
25 There should be just one -- one amount just

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

55

1 S. Chaudhary  
2 like Exhibit 1. I don't know the answer.  
3 Like I said, I'd like to check it if -- what  
4 kind of error was made, what my, you know,  
5 accounting staff did.

6 Q. Okay. Do those represent four  
7 separate receivables, or are any of these an  
8 aggregate figure, if you know?

9 A. I'm not sure. I don't know why  
10 this is here. I don't really know the  
11 answer.

12 RQ MR. KOZLOWSKI: Okay. I'll call  
13 for the production of any documents that  
14 support these amounts as well.

15 THE WITNESS: Sure.

16 BY MR. KOZLOWSKI:

17 Q. Approximately, when did Debtor  
18 Elite's bills become more than it could pay,  
19 based on the amount of revenue it was  
20 generating?

21 A. Sorry. I don't understand the  
22 question.

23 Q. Debtor Elite generates revenue  
24 every period -- month, quarter, year,  
25 correct?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

56

1 S. Chaudhary

2 A. Every week.

3 Q. Every week?

4 A. Every week.

5 Q. And at some point, Debtor Elite  
6 looked at its revenue and looked at the  
7 amount of outstanding obligations it had and  
8 made a determination that its revenue was not  
9 sufficient to meet its existing obligations,  
10 correct?

11 A. Yes.

12 Q. When did that happen? When did you  
13 first become aware of that?

14 A. During COVID.

15 Q. Okay. Do you have access to the  
16 debtors' books and records?

17 A. Yes.

18 Q. And that's for both debtors?

19 A. Yes.

20 Q. Both debtors maintain separate  
21 books and records?

22 A. Yes.

23 MR. KOZLOWSKI: Okay. Okay. I'd  
24 like to offer deposition Exhibit 3 into  
25 evidence. This is a list of affiliated

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

57

1 S. Chaudhary

2 companies. I have it on the screen now.

3 (Creditors' Exhibit 3, List of  
4 Affiliated Companies, marked for  
5 identification as of this date.)

6 THE WITNESS: Okay.

7 BY MR. KOZLOWSKI:

8 Q. Do you recognize this document?

9 A. Yes.

10 Q. Is this a document that was  
11 prepared in response to the committee's  
12 request for information?

13 A. Yes.

14 Q. And what does this document  
15 represent?

16 A. It's affiliated companies, the type  
17 of company and its ownership.

18 Q. Is this a comprehensive list of all  
19 affiliated companies?

20 A. Yes.

21 Q. Okay. A few minutes ago we were  
22 talking about a company called Odyssey  
23 Limousine. Do you recall that?

24 A. Yes.

25 Q. Odyssey Limousine is not on this

1 S. Chaudhary

2 list, correct?

3 A. Correct.

4 Q. Can you explain why?

5 A. It's a very small company and we --  
6 it's not part of the pending agreement with  
7 Rosenthal, and it's just an oversight  
8 basically -- a very small entry oversight.

9 Q. An oversight, did you say?

10 A. Yes.

11 Q. Okay. And you mentioned Kathi  
12 Markou is the owner of Odyssey Limousine?

13 A. Yes.

14 Q. Is Kathi Markou related in any way  
15 to the debtors or its principals?

16 A. No.

17 Q. Okay. Mr. Chaudhary, I'm going to  
18 ask you about some of the companies that have  
19 come up in these cases and elsewhere as being  
20 related or affiliated or involved in some way  
21 with one or both of the debtors.

22 A. Okay.

23 MR. KOZLOWSKI: Before we get into  
24 this, can we take a five-minute break?

25 Is everyone okay with that?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

59

1 S. Chaudhary

2 MR. WOFSE: Yeah.

3 THE WITNESS: Sure.

4 MR. KOZLOWSKI: Okay. So it's  
5 11:22. Let's get back on at -- let's  
6 make it 11:30.

7 THE WITNESS: Okay.

8 MR. KOZLOWSKI: All right. Tami,  
9 if we can go off the record.

10 (Recess taken.)

11 BY MR. KOZLOWSKI:

12 Q. And I'm going to leave this Exhibit  
13 3 up on the shared screen in case we  
14 reference it. I first want to ask about a  
15 company called Astoria Motors LLC, and that  
16 is listed on Exhibit 3 as number 10. Do you  
17 see that?

18 A. Yes.

19 Q. And Astoria Motors LLC is a  
20 multi-member LLC, correct?

21 A. Yes.

22 Q. And it is owned 50 percent by SC;  
23 is that you?

24 A. Yes.

25 Q. And 50 percent by Ann. Who is Ann?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

60

1 S. Chaudhary

2 A. Ann Chaudhary. She's my daughter.

3 Q. Okay. So is Astoria Motors half  
4 owned by you, half owned by your daughter?

5 A. Yes.

6 Q. Is this company -- one moment --  
7 this company is related to the debtors, it's  
8 included as an affiliate entity. Let me go  
9 to Exhibit 1, page 12 of the PDF. And this  
10 will be -- for you it'll be page 7 of  
11 Schedule A/B.

12 Okay. Do you see Astoria Motors  
13 LLC listed as the third one down on that  
14 page?

15 A. Yes.

16 Q. And it says, "Loan Receivable From  
17 Affiliate," and the amount is \$34,864. Do  
18 you see that?

19 A. Yes.

20 Q. Does this -- can you -- can you  
21 explain what this is?

22 A. It's a loan receivable.

23 Q. Is there a loan agreement?

24 A. No.

25 Q. Does this represent one lump sum

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

61

1 S. Chaudhary  
2 loan or multiple loans or payments over time  
3 or something else?

4 A. Payments over time, you know,  
5 sometimes back and forth this is the amount  
6 due.

7 Q. Do you know when -- do you know  
8 when the money was transferred?

9 A. Don't know.

10 Q. Do you know how the money was  
11 transferred?

12 A. Don't know. I don't remember this.

13 Q. Did the money go from Debtor  
14 Elite's bank account into Astoria Motors'  
15 bank account?

16 A. Probably.

17 Q. Does Astoria Motors maintain a  
18 separate bank account?

19 A. Yes.

20 Q. Why was -- why was this loan made?

21 A. From the bank.

22 Q. I'm sorry. Can you repeat that?

23 A. I do not remember.

24 Q. Who else might know why this loan  
25 was made?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

62

1 S. Chaudhary

2 A. I have to check the books. I don't  
3 remember.

4 Q. Would the books reflect the reason  
5 why this loan was made?

6 A. We can check. I don't know.

7 RQ MR. KOZLOWSKI: Okay. I call for  
8 production of any books and records  
9 related to this loan.

10 THE WITNESS: Okay.

11 BY MR. KOZLOWSKI:

12 Q. Who negotiated this loan on behalf  
13 of the debtor?

14 A. I.

15 Q. Who negotiated this loan on behalf  
16 of Astoria Motors?

17 A. I.

18 Q. Was the debtor represented by  
19 counsel with respect to this loan?

20 A. No.

21 Q. Was the company represented by  
22 counsel with respect to this loan?

23 A. No.

24 Q. Was an accountant involved?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

63

1 S. Chaudhary

2 Q. Who is that accountant?

3 A. Probably Mr. Shamshad.

4 Q. Is that person related to you?

5 A. No.

6 Q. What was his role in -- in -- what  
7 was his involvement with respect to this  
8 loan?

9 A. Probably writing the check or  
10 transferring the money.

11 Q. Did he opine on whether or not the  
12 debtor could afford to make this loan?

13 A. I don't remember.

14 Q. Did the debtor expect to be repaid  
15 for this loan?

16 A. Yes, yes.

17 Q. Was this loan documented?

18 A. No.

19 Q. Why was this loan not documented?

20 A. I can certainly check it, if  
21 there's any transfer by check and whatever it  
22 says. It's a document created automatically.

23 RQ MR. KOZLOWSKI: I call for the  
24 production of all checks related to  
25 these transfers, these loans.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

64

1 S. Chaudhary

2 BY MR. KOZLOWSKI:

3 Q. Who made the decision not to  
4 document this loan?

5 A. It's an affiliate company, and  
6 sometimes when it goes back and forth, you  
7 know, sometimes needed here because we  
8 were -- you know, if needed -- if the money  
9 is needed, we give back, we pay, and then we  
10 get back. So it's a -- within the  
11 affiliates, you know, it happens.

12 Q. In general, you've got multiple --  
13 going back to the Exhibit 1, you indicate  
14 multiple loans -- loan receivables from  
15 affiliates. How did these -- how did these  
16 loans work, just generally?

17 A. I don't understand the question.

18 Q. Well, you just testified that, with  
19 respect to the loans -- loan or loans to  
20 Astoria Motors, it was -- as money was  
21 needed, money was just transferred back and  
22 forth. I'm paraphrasing, but is that  
23 essentially your testimony?

24 A. Yes.

25 Q. Okay. Did it work that way with

1 S. Chaudhary  
2 respect to each of these loan receivables  
3 that are listed in Exhibit 1?

4 A. Yes.

5 Q. And I just want to make sure  
6 that -- that we're being complete here.

7 If you look on the prior page,  
8 there is a loan receivable from affiliate  
9 Lincoln Leasing for just over 64,000.

10 A. Yes.

11 Q. I want to make sure, when you  
12 respond, you're including that one or  
13 explicitly excluding it.

14 A. Including it.

15 Q. Okay. Back specifically to Astoria  
16 Motors, has Debtor Elite demanded repayment  
17 of that loan?

18 A. No.

19 Q. Why not?

20 A. I don't know the answer.

21 Q. What is -- what is the nature of  
22 the debtors' involvement with Astoria Motors?

23 A. None, other than I own -- I own  
24 that -- you know, I partly own the company.

25 Q. What does Astoria Motors do?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

66

1 S. Chaudhary

2 A. It's a used car dealership, and it  
3 does facilitate time to time arranging cars  
4 or loans for the drivers who want to buy a  
5 car.

6 Q. Is it profitable?

7 A. Sort of. A very small operation.

8 Q. Why hasn't it paid back this loan?

9 A. It didn't have the funds at that  
10 time.

11 Q. Does it have the funds now?

12 A. We can work on it.

13 Q. Did Astoria Motors make any  
14 payments to you or your daughter or any other  
15 insiders after any of these loans were made?

16 A. I don't know the -- I don't recall  
17 if any payments were made, if they were made  
18 before or after. I don't have any  
19 recollection.

20 Q. Has Astoria Motors made any  
21 payments or distributions to you?

22 MR. WOFSE: David, objection. I  
23 think we need to set a protocol for  
24 strictly affiliated questions. I agree,  
25 because there's a loan, so there's a

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

67

1 S. Chaudhary

2 nexus with the debtor.

3 But any payments from an affiliate  
4 that we don't represent -- and  
5 Mr. Chaudhary's here in his capacity as  
6 principal of both debtors -- does have  
7 independent counsel personally and for  
8 the affiliates, we should come up with a  
9 protocol that makes sense. I want to be  
10 practical here. Maybe we can identify  
11 it, flag it with a placeholder and we  
12 can resume questioning of affiliates at  
13 the next examination.

14 MR. KOZLOWSKI: Can we go off the  
15 record for a minute?

16 MR. WOFSE: Sure.

17 MR. KOZLOWSKI: Okay.

18 (Discussion off the record.)

19 MR. KOZLOWSKI: Okay. We can go  
20 back on.

21 Court reporter, can you -- can you  
22 reread the last question.

23 (The following question was read:

24 "Q. Has Astoria Motors made any  
25 payments or distributions to you?"



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

68

1 S. Chaudhary

2 MR. KOZLOWSKI: I'm going to  
3 withdraw that question.

4 BY MR. KOZLOWSKI:

5 Q. Was there any analysis as to  
6 whether Debtor Elite could afford making this  
7 loan?

8 A. I don't remember.

9 Q. Does either debtor share a bank  
10 account with this company?

11 A. No.

12 Q. An investment account?

13 A. No.

14 Q. Credit card account?

15 A. No.

16 Q. Where is Astoria Motors's office?

17 A. Gale Avenue.

18 Q. Does it share space with Debtor  
19 Elite or DSS?

20 A. Yes.

21 Q. Does it pay rent or otherwise  
22 compensate either debtor for use of the  
23 space?

24 A. It's just one desk that they share.  
25 They have a -- another office, but here they

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

69

1 S. Chaudhary

2 just share some -- one desk.

3 Q. Does it pay any rent or other  
4 compensation for use of that one desk?

5 A. No.

6 Q. Is this documented as a sublease?

7 A. No.

8 Q. Is there any documentation or  
9 written agreement between Astoria Motors and  
10 either of the debtors?

11 A. No.

12 Q. Does Astoria Motors have its own  
13 phone number?

14 A. Yes.

15 Q. Does Astoria Motors utilize either  
16 debtor's phone number?

17 A. No.

18 Q. Does Astoria Motors have its own  
19 email address?

20 A. Yes.

21 Q. Does Astoria Motors have its own  
22 Web domain?

23 A. Yes.

24 Q. Does Astoria Motors use -- utilize  
25 employees of either debtor?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

70

1 S. Chaudhary

2 A. No.

3 Q. Does Astoria Motors have its own  
4 employees?

5 A. Yes.

6 Q. Who uses the desk that's maintained  
7 at the debtors' space; is it an Astoria  
8 Motors' employee or a debtors' employee?

9 A. Astoria Motors' employee.

10 Q. When was Astoria Motors founded?

11 A. Four, five, six years back.

12 Q. Has there been any change in  
13 ownership since its founding?

14 A. No. I don't remember.

15 Q. Does either debtor provide  
16 direction to Astoria Motors?

17 A. No.

18 Q. Okay. Let me move to another  
19 company on Exhibit 3. It is Citilease LLC.

20 A. Yes.

21 Q. Do you see that? It's number 9 on  
22 Exhibit 3.

23 A. Um-hum.

24 Q. And this is a multi-member LLC,  
25 correct?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

71

1 S. Chaudhary

2 A. Yes.

3 Q. And it is owned half by you and  
4 half by your daughter, Ann, correct?

5 A. Yes.

6 Q. Just for clarification, it is  
7 listed in Exhibit 3 as capital  
8 C-I-T-I-L-E-A-S-E LLC. There is a company  
9 listed in Exhibit 1, and I can -- I can tell  
10 you where on the PDF. It's pages 24, 62 and  
11 68, but it is Citilease LLC and it's spelled  
12 C-I-T-I, space, capital L-E-A-S-E. Are these  
13 separate companies, or are these the same  
14 company?

15 A. Same. Probably misspelled over  
16 there.

17 Q. So -- I'm sorry. Go ahead.

18 A. It's supposed to be just one word.

19 Q. Okay. So looking again at Exhibit  
20 1, the loan receivables, Citilease is listed  
21 as having a loan receivable of \$7,017.71. Do  
22 you see that?

23 A. Yes.

24 Q. Does this represent one lump sum or  
25 multiple payments over time or something

1 S. Chaudhary

2 else?

3 A. Well, it's a transaction from time  
4 to time. And this was the figure at that  
5 time, and it's is fully collectible. But  
6 it's an ongoing transaction time to time.

7 Q. When was this money transferred?

8 A. It's not money -- I have to look at  
9 it. I don't know. It's not money, one  
10 transaction. It's probably over time. That  
11 was a balance.

12 Q. Was the money sent from Debtor  
13 Elite's bank account into the company's  
14 account?

15 A. I don't know at this moment.

16 Q. Does Citilease LLC maintain its own  
17 bank account?

18 A. Yes.

19 RQ MR. KOZLOWSKI: I call for the  
20 production of any documents that support  
21 the -- this loan, including any checks.

22 BY MR. KOZLOWSKI:

23 Q. Why was this loan made -- I'm  
24 sorry. Withdrawn.

25 Why were these loans made?

1 S. Chaudhary

2 A. It's a -- Citilease arranged some  
3 leases for some drivers, and the monies are  
4 collected from the drivers' checks by Elite,  
5 sent to Citilease. Citilease makes the  
6 payment, so there's coming -- going back and  
7 forth, time to time. This was an amount at  
8 that time. I'm not sure the amount is --  
9 what is the current amount. It may be the  
10 same, may be different. It's an ongoing  
11 transaction and it's fully recoverable --  
12 fully payable, just the amount at that time.

13 Q. Let me unpack that a bit. You're  
14 saying that Citilease arranged for leases for  
15 drivers. Leases of what?

16 A. Of vehicles, of cars.

17 Q. Cars. And the money that  
18 Citilease -- well, withdrawn.

19 How did Citilease make money on  
20 these transactions?

21 A. They charge a fee, maybe a higher  
22 interest rate than what they can arrange, and  
23 charge the driver a service fee for any of  
24 the loan. So, it's very little money, if  
25 they make anything. It's just basically a --

1 S. Chaudhary

2 a service for the drivers, basically.

3 Q. And the money came directly to  
4 Citilease from the drivers' checks?

5 A. It comes -- Elite collects it  
6 sometimes directly, sometimes through Elite's  
7 checks -- what you call, a check direction  
8 facility for the drivers, and then repays to  
9 Citilease sometimes directly -- directly. So  
10 there is a -- so this is a balance at that  
11 moment.

12 Q. But Citilease has a receivable --  
13 I'm sorry -- the debtor has a receivable of  
14 \$7,017 from Citilease?

15 A. Yeah, it was at that time. I'm not  
16 as sure if it's still there or if it's the  
17 same, so -- but it's -- but if it is, it's  
18 collectible.

19 Q. Has any attempt been made to  
20 collect it?

21 A. It may have been paid. I don't  
22 know at this moment. It may be different  
23 than we have. It may be lower. But at that  
24 time when we did the filing, that was the  
25 number.

1 S. Chaudhary

2 Q. Who negotiated the loans to  
3 Citilease for the debtor?

4 A. I don't know if it's a loan  
5 specifically. It's a transaction. Sometimes  
6 they owe us money, and sometimes we owe them  
7 money, so I don't know if it's a loan.

8 Q. Well, going back to Exhibit 1, it's  
9 scheduled here as a loan receivable from  
10 affiliate, correct?

11 A. It's amount -- it's amount  
12 receivable. I don't know it's a loan  
13 receivable. It's an amount receivable.  
14 Maybe it's a misclassification.

15 Q. So if not a loan, what could the  
16 receivable represent?

17 A. Receivable -- let's say I bill a  
18 customer, they owe me money. It's not a  
19 loan; it's receivable. And when the  
20 transaction happened, if it's not a loan made  
21 specifically for a loan, it's just a -- I  
22 don't know how to explain it.

23 Q. Well, let's try to -- let's try to  
24 figure this out. Citilease would arrange  
25 leases for Elite drivers, correct?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

76

1 S. Chaudhary

2 A. Yes.

3 Q. And Citilease, to do this, would  
4 receive money from Elite out of the driver's  
5 checks, correct?

6 A. Yes.

7 Q. And then what -- once Citilease  
8 received these funds, what did Citilease do?

9 A. Make the loan payments.

10 Q. Make payments. And it collected  
11 its fee, whatever that fee was, correct?

12 A. Yes.

13 Q. So in what way -- given that that's  
14 the scenario that -- of the relationship  
15 between Debtor Elite and Citilease, in what  
16 way could Citilease possibly owe money to  
17 Debtor Elite? What would give rise to that?

18 A. I don't know. I don't know the  
19 answer at this moment.

20 Q. Do you know who would know,  
21 Mr. Chaudhary?

22 A. Probably Mr. Shamshad.

23 MR. KOZLOWSKI: Court reporter, did  
24 you get that?

25 STENOGRAPHIC REPORTER: I wrote

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

77

1 S. Chaudhary

2 "Probably Mr. Shamshad." Is that right?

3 THE WITNESS: Yes.

4 BY MR. KOZLOWSKI:

5 Q. Would Ann know?

6 A. No.

7 Q. Okay. Ann is 50 percent owner of  
8 Citilease, correct?

9 A. Yes.

10 Q. Who manages Citilease?

11 A. I manage.

12 Q. Who negotiates -- well, has the  
13 debtor demanded repayment?

14 A. As I said, I don't know at this  
15 moment how much is due. It may be more, it  
16 may be less. It may be paid off. So it's a  
17 normal course of business. And we can  
18 definitely -- we can definitely collect it,  
19 if it's still owed.

20 Q. Why haven't you collected it?

21 A. I don't know if it's not -- I just  
22 said, I don't know if it's not been  
23 collected. It was at that moment in time.

24 Q. Does either debtor share a bank  
25 account with Citilease?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

78

1 S. Chaudhary

2 A. No.

3 Q. An investment account?

4 A. No.

5 Q. Credit card account?

6 A. No.

7 Q. Does Citilease do anything, apart  
8 from arranging leases for drivers?

9 A. No.

10 Q. Where is Citilease's office?

11 A. Gale Avenue.

12 Q. That's the same office space as the  
13 debtors?

14 A. Yes.

15 Q. Does it pay rent or other  
16 compensate the debtors for its use of space?

17 A. No.

18 Q. Is -- is its use of space  
19 documented as a lease or sublease?

20 A. No.

21 Q. Is it documented in any other way?

22 A. No.

23 Q. Does Citilease have its own phone  
24 number?

25 A. No.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

79

1 S. Chaudhary

2 Q. What number does Citilease use for  
3 business communications?

4 A. The drivers who want to call, they  
5 come in and see me. And we -- you know, we  
6 try to arrange the loan.

7 Q. When filing a document with, for  
8 example, the New York Secretary of State on  
9 behalf of Citilease, what phone number would  
10 be used for Citilease?

11 A. I don't remember.

12 RQ MR. KOZLOWSKI: Okay. I call for  
13 the production of any documents that  
14 might have business information for  
15 Citilease to the extent that they're in  
16 the possession, custody or control of  
17 the debtor or its officers or directors.

18 BY MR. KOZLOWSKI:

19 Q. Does the company -- does Citilease  
20 have its own email address?

21 A. No.

22 Q. What email address would be used  
23 for Citilease, again, in filing formation  
24 documents or other documents with, for  
25 example, the New York Secretary of State?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

80

1 S. Chaudhary

2 A. They may use mine -- mine or  
3 Mr. Shamshad's.

4 Q. I'm sorry. Can you repeat that.

5 A. Either mine or Mr. Shamshad.

6 Q. Your personal email address or  
7 your --

8 A. My personal. I mean, my Elite --  
9 Elite address.

10 Q. Your -- the address that you use  
11 that's provided by Debtor Elite?

12 A. Yes.

13 Q. Does Citilease utilize the  
14 employees of either debtor?

15 A. Yes.

16 Q. In what way?

17 A. We're getting -- you know, doing  
18 some documentation, making the bank account.  
19 Mr. Shamshad maintains it.

20 Q. Does Citilease have its own  
21 employees?

22 A. No.

23 Q. Does Citilease hire any independent  
24 contractors?

25 A. It's -- I believe Mr. Shamshad

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

81

1 S. Chaudhary

2 maybe, you know, partly worked for -- worked  
3 for Citilease.

4 Q. Is Shamshad related to you  
5 personally?

6 A. No.

7 Q. Is Shamshad an employee of either  
8 debtor?

9 A. Yes.

10 Q. In what way?

11 A. He's the CFO of Elite.

12 Q. Who handles accounting for  
13 Citilease?

14 A. Mr. Shamshad.

15 Q. Who maintains books and records for  
16 Citilease?

17 A. Mr. Shamshad.

18 Q. Does he -- when was Citilease  
19 founded?

20 A. Don't remember.

21 Q. Has there been any change in  
22 ownership since its founding?

23 A. I don't remember.

24 Q. Does either debtor provide  
25 direction to Citilease?

1 S. Chaudhary

2 A. No.

3 Q. I'm going to ask you to look at  
4 Exhibit 1. It will be page 24 of the PDF,  
5 and it'll be page 4 of 14 of Schedule E/F.  
6 I'll give you a moment while you get there.

7 Were you able to find the page,  
8 Mr. Chaudhary?

9 A. Yes.

10 Q. Okay. On the bottom of that page,  
11 at number 3.16, it indicates that Citi Lease  
12 LLC, which you've testified is the same as  
13 Citilease, one word --

14 A. Yes.

15 Q. -- has a claim in this bankruptcy  
16 case, an uncured claim in the amount of  
17 \$6,696.38.

18 A. Um-hum.

19 Q. What is this claim for?

20 A. Well, as I mentioned earlier, it's  
21 probably an intercompany transaction. So  
22 owed on one side, payable on one side. So  
23 that's what it is, an intercompany, you know,  
24 exchange sometimes.

25 Q. Do you know when this claim was

1 S. Chaudhary

2 incurred?

3 A. Don't know.

4 Q. I'm going to go -- move on to  
5 another company and go back to that page of  
6 loan receivables, and that's Schedule A/B,  
7 page 7 or page 12 of 77 on the PDF.

8 Are you there?

9 A. Yes.

10 Q. Okay. Do you see the list of loan  
11 receivables, toward the bottom there's -- it  
12 says "Loan Receivable from Affiliate -  
13 Limonet," and the amount is \$56,436.62.

14 A. Yes.

15 Q. Is Limonet a company?

16 A. I don't remember. It may be a --  
17 just a d/b/a for Elite. I don't remember  
18 honestly.

19 Q. And can a d/b/a owe money to  
20 itself -- withdrawn.

21 This shows -- this says there's a  
22 loan receivable from affiliate; that  
23 affiliate is listed as Limonet, correct?

24 A. Yes.

25 Q. So this is representing that there



1 S. Chaudhary  
2 is a -- an affiliate company, whether it's an  
3 LLC, a corporation, a partnership or not  
4 officially a formed entity, but a company  
5 holding itself out as Limonet that's an  
6 affiliate of Elite -- Debtor Elite, correct?

7 A. Correct.

8 Q. And that that company owes Debtor  
9 Elite 56,000 plus, correct?

10 A. Correct.

11 Q. So what is the nature of the  
12 debtors' involvement with this company?

13 A. Goes back to five, six years, so  
14 I'm not fully -- fully remember what it was  
15 at that time. It's a number that's written  
16 on the books, and whatever is on the books,  
17 they're listed here. So I'm not really clear  
18 on this thing.

19 Q. Who would know?

20 A. I have to check with Mr. Shamshad.

21 Q. Are there any documents that could  
22 refresh your recollection about this?

23 A. I don't know at this moment.

24 Q. Do you see, in the third column,  
25 zero dollars is listed as "doubtful or

1 S. Chaudhary  
2 uncollectible amount." So that indicates  
3 that this \$56,000 is fully collectible,  
4 correct?

5 A. Correct. It's an Elite-owned  
6 entity, so I don't know. It's collectible  
7 from Elite to Elite, so I'm not sure.

8 Q. Well, this is -- you swore to the  
9 accuracy of these schedules.

10 A. Yeah, there could be oversights and  
11 errors. We listed what's on the books, the  
12 nature, how -- you know, it's -- exact nature  
13 I don't recall. And maybe an error, or maybe  
14 not. I don't know. They just listed what  
15 was on the -- in the ledgers they listed.  
16 Trying to be honest.

17 Q. Are you saying that its inclusion  
18 here is an oversight or an error?

19 A. Could be. I don't know at this  
20 moment. I need to investigate. Could be.

21 Q. What does Limonet do?

22 A. The concept was that a number of  
23 years back that form a -- a co-op between  
24 different car companies, so we can help each  
25 other in time of need. When somebody

1 S. Chaudhary  
2 needs -- has extra customer -- extra calls,  
3 to send calls to each other.

4 And so we -- we were developing  
5 that project. It goes back a number of  
6 years. But then it became -- then Uber came  
7 into the picture and things became  
8 complicated in the sense that nobody had  
9 enough cars, nobody had enough business. So  
10 it was just -- basically just died because of  
11 market forces. There was, you know, nothing  
12 we could do.

13 So some money was spent over there.  
14 I believe now it reflects that we may have  
15 formed an entity, a bank account. I don't  
16 fully remember clearly, but we just had it on  
17 the books the number.

18 Q. Who owns Limonet?

19 A. Elite owned it.

20 Q. What was the \$56,000 plus loan for?

21 A. I don't know. I don't remember. I  
22 don't remember the details.

23 Q. Does Limonet share office space  
24 with either debtor?

25 A. It has no office, no nothing. You

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

87

1 S. Chaudhary  
2 know, it was a concept, a project. And  
3 there's no separate office, no desk, no  
4 nothing.

5 RQ MR. KOZLOWSKI: I call for the  
6 production of any documents related to  
7 the formation, foundation or existence  
8 of Limonet as subsidiary, affiliate or  
9 related company to either debtor.

10 BY MR. KOZLOWSKI:

11 Q. Does Limonet share a bank account  
12 with either debtor?

13 A. No.

14 Q. Does it share an investment account  
15 with either debtor?

16 A. No.

17 Q. Does it share a credit card account  
18 with either debtor?

19 A. No.

20 Q. I'd like to go back to Exhibit 3  
21 for a moment. Is Limonet listed as an  
22 affiliate on Exhibit 3?

23 A. No.

24 Q. Should it be?

25 A. Well, it hasn't operated for, I

1 S. Chaudhary  
2 don't know how many years, six, seven years.  
3 So I don't know the listing here would make  
4 any reason.

5 Q. Is Exhibit 3 a list of all  
6 affiliated companies or only currently  
7 operating affiliated companies or something  
8 else?

9 A. Basically all. We did not consider  
10 even Limonet an operating company because it  
11 has been not in operation for seven, eight,  
12 10 years.

13 Q. So, thus far, Exhibit 3 doesn't  
14 include Limonet and it doesn't include  
15 Odyssey Limousine?

16 A. But Odyssey -- it doesn't include  
17 Limonet because it is a nonfunctioning  
18 entity, a dead entity. As I said, Elite owns  
19 the domain name, so it's an Elite entity.

20 And Odyssey, by the way, is not  
21 here because this is a company owned totally  
22 by somebody else, and we are just a -- like a  
23 vendor for them, like a contractor for them  
24 doing their business -- doing their -- they  
25 outsource their operation to us, so they are

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

89

1 S. Chaudhary  
2 not an affiliate, because we are just a  
3 vendor for them. That's why it's not here.

4 Q. Okay. I want to move to a company  
5 called Lincoln Leasing. We can go back to  
6 Schedule 1.

7 A. Yes.

8 Q. Same page with the loan receivables  
9 that we've been looking at.

10 A. Um-hum.

11 Q. It's the one that's on the prior  
12 page, that it's on the very bottom of the  
13 prior page.

14 A. Um-hum.

15 MR. WOFSE: David, I'm just going  
16 to throw in for a second. I want to  
17 help Mr. Chaudhary, because he's using  
18 hard copies and I'm going to give him a  
19 Post-It to flag the page, because he  
20 keeps having to find it.

21 MR. KOZLOWSKI: That's a very good  
22 idea. Thank you, Adam.

23 MR. WOFSE: Sure.

24 BY MR. KOZLOWSKI:

25 Q. Mr. Chaudhary, do you see that

1 S. Chaudhary  
2 the -- the schedule lists a loan receivable  
3 from affiliate Lincoln Leasing?

4 A. Yes.

5 Q. And that is in the amount of  
6 \$64,745.41?

7 A. Yes.

8 Q. Is Lincoln Leasing related in any  
9 way to the debtors?

10 A. I believe it was an Elite-owned  
11 entity.

12 Q. I'm sorry. Did you say an  
13 Elite-owned entity?

14 A. I believe so.

15 Q. And you mean Debtor Elite owned --

16 A. Yes.

17 Q. -- it?

18 A. Yes.

19 Q. Look at Exhibit 3 for a moment. Is  
20 Lincoln Leasing listed on the list of  
21 affiliated companies?

22 A. No.

23 Q. Okay. Back to Exhibit 1, where we  
24 were just looking. What does Lincoln Leasing  
25 do?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

91

1 S. Chaudhary

2 A. Lincoln Leasing does -- again, used  
3 to do what Citilease does. But it has been,  
4 I believe, dormant for quite some time. So I  
5 don't know how far that number 64,000 --  
6 that's the number sitting on the book  
7 intercompany, and that's why it's not listed  
8 on the Exhibit 3. It's not operational. We  
9 have been closed, so -- and this probably  
10 shouldn't have been even on the loan  
11 receivable, because it's an Elite-owned  
12 company, and --

13 Q. I'm sorry. Continue.

14 A. I don't remember the last time it  
15 operated.

16 Q. Did you say -- and I just didn't  
17 hear you properly. Did you say you had it  
18 closed, meaning that it's closed or --

19 A. I meant this may have been -- yes,  
20 it may have been closed, yeah.

21 Q. Okay. And you said that this  
22 company did the same as Citilease. By that,  
23 do you mean it arranged leases for drivers  
24 and collected a small fee in connection --

25 A. Yes.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

92

1 S. Chaudhary

2 Q. -- with that service?

3 A. Yes.

4 Q. Who owns or owned Lincoln Leasing?

5 A. To the best of my recollection, it  
6 was Elite.

7 Q. Elite 100 percent?

8 A. I think so, to the best of my  
9 recollection.

10 Q. Where is or was Lincoln Leasing's  
11 office?

12 A. Same place, Gale Avenue.

13 Q. And that's the same space with the  
14 debtors?

15 A. Yes.

16 Q. Did Lincoln Leasing pay rent or  
17 otherwise compensate the debtors for the use  
18 of space?

19 A. No.

20 Q. Did it have a documented sublease  
21 or lease?

22 A. No.

23 Q. Did it have any documented  
24 agreement?

25 A. No.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

93

1 S. Chaudhary

2 Q. Did it maintain its own phone  
3 number?

4 A. No.

5 Q. Did it maintain its own email  
6 address?

7 A. No.

8 Q. Did it utilize employees of either  
9 debtor?

10 A. It was an Elite-owned entity, so  
11 Elite employees worked on it.

12 Q. So your response is that, yes, it  
13 did use employees of Debtor Elite?

14 A. Yes.

15 Q. When was Lincoln Leasing founded,  
16 approximately?

17 A. Maybe 20 years back, 25 years back.

18 Q. Has there been any change in  
19 ownership since it was founded?

20 A. I don't recall.

21 Q. Does either debtor or did either  
22 debtor provide direction to this company?

23 A. Yes, I -- I, as president of Elite,  
24 directed it, yes.

25 Q. Does Lincoln Leasing own any

1 S. Chaudhary

2 assets?

3 A. No.

4 Q. I'm including in that any Web  
5 pages, any intellectual property.

6 A. Nothing.

7 Q. Do you know what the \$64,000  
8 receivable is for?

9 A. No.

10 Q. Did Lincoln Leasing maintain its  
11 own bank account?

12 A. Yes.

13 Q. Is that bank account still open?

14 A. I don't think so.

15 RQ MR. KOZLOWSKI: I'm going to call  
16 for the production of any documents  
17 supporting a bank account and whether or  
18 not it's opened or closed. Also going  
19 to call for the production of any  
20 documents supporting the formation and  
21 legal existence of Lincoln Leasing.

22 BY MR. KOZLOWSKI:

23 Q. Looking again at Exhibit 3, do you  
24 see a company called Soundview DAM LLC?

25 A. Yes.

1 S. Chaudhary

2 Q. And that is a single member LLC?

3 A. Yes.

4 Q. And that is owned entirely by you?

5 A. Yes.

6 Q. And looking again at Exhibit 1, the  
7 loan receivables from affiliates --

8 A. Um-hum.

9 Q. -- do you see Soundview DAM listed?

10 A. Yes.

11 Q. And it's listed as having a loan  
12 receivable from affiliate Soundview DAM in  
13 the amount of \$59,720.70, correct?

14 A. Yes.

15 Q. What does Soundview DAM do?

16 A. It was -- did some bitcoin mining.  
17 And that's what it did, bitcoin mining.

18 Q. What was the nature of the debtors'  
19 involvement with Soundview DAM?

20 A. Well, I had loaned money time to  
21 time to Elite, and sometime the -- I needed  
22 money there in a pinch. I borrowed money  
23 from Elite, put it there. And my money was,  
24 like, offset. And that's it basically,  
25 although other than that, there's no -- no

1 S. Chaudhary

2 involvement between the two companies.

3 Q. Okay. Just to -- just to clarify  
4 what your testimony is, you're saying that  
5 you personally sometimes loaned money to  
6 Debtor Elite?

7 A. Yes, a lot of times.

8 Q. And that you borrowed money from  
9 Debtor Elite and transferred it to Soundview  
10 DAM?

11 A. Well, not transferred. Basically  
12 rather than -- if it -- rather than coming to  
13 me, it went there directly, and basically  
14 it's on my account but recorded as a loan to  
15 Soundview DAM. But it should be basically  
16 offset against the money owed to me.

17 Q. But you directed Debtor Elite to  
18 transfer money to Soundview DAM?

19 A. Yes.

20 Q. And that was money that you believe  
21 you were owed because you had previously  
22 loaned money to Debtor Elite?

23 A. Yeah, basically on account, you  
24 know.

25 Q. Were any of these loans, either

1 S. Chaudhary  
2 from you to Debtor Elite or from Debtor Elite  
3 to Soundview DAM, documented?

4 A. Well, checks and deposits.

5 RQ MR. KOZLOWSKI: Call for production  
6 of all related documents.

7 BY MR. KOZLOWSKI:

8 Q. What does this \$59,720 loan  
9 receivable represent?

10 A. As I said, money transferred to  
11 Soundview DAM. And could be multiple  
12 transactions, not one item. So I took money  
13 as I needed, so that's what the total came  
14 to.

15 Q. Did Soundview DAM maintain its own  
16 bank account?

17 A. Yes.

18 Q. Is Soundview DAM still in business?

19 A. Still existing, but not  
20 operational.

21 Q. Does Soundview DAM have any assets?

22 A. No. Well, it does have some  
23 bitcoin mining machines, miners which are not  
24 operational.

25 Q. Does either debtor own any kind of

1 S. Chaudhary

2 cryptocurrency or crypto tokens?

3 A. No.

4 Q. Does Soundview DAM currently hold  
5 any cryptocurrency or crypto tokens?

6 A. No.

7 Q. Who owns Soundview DAM?

8 A. I own.

9 Q. I'm sorry, we covered that.

10 Withdrawn.

11 Where did Soundview DAM operate?

12 A. Gale Avenue as an address. It  
13 doesn't have any operation.

14 Q. When it was operational, it  
15 operated out of the Gale Avenue address that  
16 the debtors use, correct?

17 A. It just used the office address and  
18 nothing else.

19 Q. You said that it has some bitcoin  
20 miners. Where are those held?

21 A. Those are held at 37th Avenue.

22 Q. I'm sorry. What is 37th Avenue?

23 A. 36-01 37th Avenue.

24 MR. WOFSE: David, it's Adam Wofse.

25 Just be cognizant of the line the best

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

99

1 S. Chaudhary

2 you can, because --

3 MR. KOZLOWSKI: And I apologize,  
4 and there are occasional pauses on my  
5 end, and that's where I'm trying to skip  
6 through questions. I'm trying to be  
7 cognizant of the line.

8 MR. WOFSE: You got it.

9 BY MR. KOZLOWSKI:

10 Q. I don't know -- I apologize, I  
11 don't think we've discussed 36-01 37th  
12 Avenue. Is that a location that either of  
13 the debtors is affiliated with?

14 A. It's an affiliate of Elite.

15 Q. Who -- who is -- who are the  
16 parties to the lease at 36-01 37th Avenue?

17 A. To the lease?

18 Q. Well, is the -- withdrawn.

19 Do you know who owns 36-01 37th  
20 Avenue?

21 A. Elite RE Corp.

22 Q. And Elite RE Corp. is maintaining  
23 equipment that belongs to Soundview DAM at  
24 this location?

25 A. Just one room, some miners stored



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IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

100

1 S. Chaudhary

2 there.

3 Q. Okay.

4 A. Just a few boxes in the warehouse.

5 Q. Who owns Soundview DAM? Again, I'm  
6 sorry, I -- withdrawn. I've asked that  
7 question three times.

8 A. I know you're at the end.

9 Q. I'm -- it's been a long day  
10 already.

11 Does Soundview DAM have its own  
12 phone number?

13 A. No.

14 Q. Does it have its own email address?

15 A. No.

16 Q. Did it utilize either debtor's  
17 phone number or an email address affiliated  
18 with either debtor, if ever it needed to  
19 indicate a phone number or email address?

20 A. Just as my email address, my  
21 personal.

22 Q. And by your "personal email  
23 address," do you mean your Debtor Elite email  
24 address?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

101

1 S. Chaudhary

2 Q. Did Soundview DAM have its own  
3 employees?

4 A. No.

5 Q. Did it utilize employees of either  
6 debtor?

7 A. By maintaining the bank account,  
8 yes.

9 Q. How about for running the bitcoin  
10 miners?

11 A. No.

12 Q. Did Soundview DAM -- withdrawn.  
13 Did either debtor provide direction  
14 to Soundview DAM?

15 A. No.

16 Q. Was this receivable transferred as  
17 one lump sum or multiple payments over time?

18 A. Probably multiple.

19 Q. When was the money transferred?

20 A. I would say 2020 or 2021.

21 Q. Was the money transferred from  
22 Debtor Elite's bank account into Soundview  
23 DAM's bank account?

24 A. Probably.

25 RQ MR. KOZLOWSKI: Call for the

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March 13, 2024

102

1 S. Chaudhary  
2 production of any checks or records  
3 indicating the transfer.

4 BY MR. KOZLOWSKI:

5 Q. Who negotiated this loan on behalf  
6 of Debtor Elite?

7 A. It's I basically.

8 Q. And who negotiated the loan on  
9 behalf of Soundview DAM?

10 A. I.

11 Q. Was Debtor Elite represented by  
12 counsel --

13 A. No.

14 Q. -- with respect to the loan?

15 A. No.

16 Q. Was Soundview DAM represented by  
17 counsel with respect to the loan?

18 A. No.

19 Q. Was there any analysis as to  
20 whether Debtor Elite could afford to make  
21 this loan?

22 A. Probably I loan money to Elite, so  
23 I basically -- rather than paying me directly  
24 and then I give a loan to the -- to Soundview  
25 DAM, I just transferred the money from there

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

103

1 S. Chaudhary

2 to there and had a book entry.

3 Q. Was the loan documented?

4 A. I paid them by check probably.

5 RQ MR. KOZLOWSKI: I believe I've  
6 already called for the production of  
7 checks but, if not, I call for the  
8 production of the checks.

9 BY MR. KOZLOWSKI:

10 Q. Why wasn't it documented in any  
11 other way?

12 A. Didn't feel necessity.

13 Q. I'm sorry. I didn't understand the  
14 answer.

15 A. I don't know the, you know -- we  
16 are not denying it, so there wasn't -- you  
17 know, there -- I don't know the answer.

18 Q. Has the debtor demanded repayment  
19 from Soundview DAM?

20 A. As I said, there should be adjusted  
21 again the money owed to me.

22 Q. Okay. But, again, in the schedules  
23 it's indicated as \$59,720.70 owed by  
24 Soundview DAM to Debtor Elite, correct?

25 A. Maybe they should have written it

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

104

1 S. Chaudhary

2 off, you know.

3 Q. Is it a receivable of Debtor Elite?

4 A. Maybe not.

5 Q. How is it reflected in the books  
6 and records of Debtor Elite?

7 A. They're -- they're reflected  
8 whichever way the money went. That's how  
9 they reflect it. It's a ledger entry. But  
10 maybe they should have written it off in the  
11 end, but they didn't. They just -- in a  
12 hurry and everything, they just listed  
13 whatever logged on the ledgers.

14 RQ MR. KOZLOWSKI: I call for the  
15 production of the ledgers.

16 BY MR. KOZLOWSKI:

17 Q. And I don't think I got a yes-or-no  
18 response, so let me ask again.

19 Has Debtor Elite demanded repayment  
20 from Soundview DAM LLC?

21 A. No.

22 Q. And why not?

23 A. I think I answered already.

24 Q. What was your answer?

25 A. Have the court reporter read it,

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IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

105

1 S. Chaudhary

2 you know. It was against the money owed  
3 to me -- owed to me by Elite.

4 Q. Does either debtor share a bank  
5 account with Soundview DAM?

6 A. No.

7 Q. An investment account?

8 A. No.

9 Q. Credit card account?

10 A. No.

11 Q. Why did Soundview DAM stop  
12 operating?

13 A. It lost a lot of money.

14 Q. When did it stop operating?

15 A. We -- when machines were -- some of  
16 the machines were in Siberia and was  
17 chartered in -- in Ukraine. And the U.S. put  
18 sanctions on it, so my machine there  
19 basically got hijacked by the company over  
20 there. They gave me -- they did pay me  
21 some -- you know, some monies.

22 Basically whatever came went back  
23 and the price of the bitcoin dropped, so  
24 whatever -- whatever they were getting was  
25 just getting paid back to them. And

1 S. Chaudhary  
2 eventually those machines were shut down.

3 And I have some machines in  
4 Florida, same thing. It wasn't the best  
5 place weather-wise, humidity-wise, the  
6 machines were not operating very efficiently.

7 (Reporter clarification.)

8 A. Weather-wise, it was not -- it was  
9 not the best place. A lot of humidity, so  
10 machines basically were not operating very  
11 efficiently and too much breakage. And price  
12 went down on bitcoin, so whatever it was  
13 basically got eaten up by the bills. And  
14 that -- that stopped. So there are no  
15 operations going on for the -- since last  
16 year.

17 Q. Let me move to another company on  
18 Exhibit 1. Do you see a company SVRE LLC?

19 A. Yes.

20 Q. And the exhibit shows there is a  
21 loan receivable to Elite Limousine from SVRE  
22 LLC in the amount of \$6,000, correct?

23 A. Yes.

24 Q. I'll have you look again at Exhibit  
25 3. Is SVRE LLC listed on Exhibit 3?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
107

1 S. Chaudhary

2 A. In number 5.

3 Q. Soundview RE LLC is the same entity  
4 as SVRE LLC?

5 A. Yes.

6 Q. What is the -- which of those is  
7 the correct legal name of the entity?

8 A. On Exhibit 3.

9 Q. Soundview RE LLC?

10 A. Yes.

11 MR. KOZLOWSKI: Okay. Can we go  
12 off the record for a moment?

13 MR. WOFSE: Sure.

14 (Discussion off the record.)

15 (Luncheon recess: 12:49 p.m.)  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

108

1 S. Chaudhary

2 A F T E R N O O N S E S S I O N

3 (Time noted: 1:20 p.m.)

4 S H A Q U A T C H A U D H A R Y, having  
5 been previously duly sworn, was examined  
6 and testified further as follows:

7 FURTHER EXAMINATION

8 BY MR. KOZLOWSKI:

9 Q. Okay. A couple of things before I  
10 continue through the companies. One, is  
11 Khawar Shamshad the current CFO of Debtor  
12 Elite?

13 A. Yes.

14 MR. KOZLOWSKI: And just for the  
15 court reporter's sake, that's  
16 K-H-A-W-A-R, last name S-H-A-M-S-H-A-D.

17 STENOGRAPHIC REPORTER: Thank you.

18 MR. KOZLOWSKI: Right, did I spell  
19 that correctly?

20 THE WITNESS: Yes.

21 RQ MR. KOZLOWSKI: Thank you. Seems  
22 that he is the person with the knowledge  
23 to answer many of the questions that  
24 Mr. Chaudhary cannot, so we're going to  
25 ask that he be produced for a deposition

1 S. Chaudhary  
2 as soon as possible, so we can get  
3 closure on some of the open issues.

4 Also -- and, you know, we'll send  
5 out a formal letter soon, but this  
6 should obviously have been done since  
7 the beginning of the case and filing of  
8 the petitions.

9 There should be a litigation hold  
10 on all documents, and that includes  
11 emails from any of the debtors' email  
12 accounts, including the Debtor Elite  
13 email account that Mr. Chaudhary has  
14 referred to as his account or his  
15 personal email. These documents need to  
16 be preserved. The committee is likely  
17 going to call for their production at  
18 some point.

19 And then, finally, testimony has  
20 been that at least some of the affiliate  
21 receivables may have been paid, so we'd  
22 like to ask for a statement as to the  
23 status of these affiliate receivables at  
24 present so we can all kind of understand  
25 what is actually still out there, what

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IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

110

1 S. Chaudhary

2 has been paid and where everything  
3 stands.

4 BY MR. KOZLOWSKI:

5 Q. So let's go back into the  
6 companies. We were talking about SVRE LLC  
7 and that being, I guess, shorthand for  
8 Soundview RE LLC, correct?

9 A. Yes.

10 Q. Okay. And Soundview RE LLC is --  
11 looking at Exhibit 3, is a single member LLC,  
12 correct?

13 A. Yes.

14 Q. And owned 100 percent by you,  
15 correct?

16 A. Correct.

17 Q. Okay. And I want to switch to  
18 Exhibit 1, where we have on page -- Schedule  
19 A/B, page 7, we see -- there's a loan  
20 receivable from affiliate SVRE LLC in the  
21 amount of \$6,000, correct?

22 A. Correct.

23 Q. So what does Soundview RE LLC do?

24 A. It owns a real estate property,  
25 23-10 44th Drive, which we have basically

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IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

111

1 S. Chaudhary  
2 signed a deed in lieu of foreclosure to  
3 Rosenthal & Rosenthal.  
4 Q. Does it do any other business?  
5 A. No.  
6 Q. Does it own any other assets?  
7 A. No.  
8 Q. What is the nature of the debtors'  
9 involvement with Soundview RE?  
10 A. Money might have exchanged time to  
11 time.  
12 Q. Where is Soundview RE's office?  
13 A. Same place, Gale Avenue.  
14 Q. That's the same place as Debtor  
15 Elite?  
16 A. Yes.  
17 Q. Does it pay rent or otherwise  
18 compensate either debtor for use of the  
19 space?  
20 A. No.  
21 Q. Is there any documentation of this  
22 as a lease or sublease?  
23 A. No.  
24 Q. Are there any other documentation  
25 or written agreement between Soundview RE and

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IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

112

1 S. Chaudhary

2 one of the debtors?

3 A. No.

4 Q. Does Soundview RE have its own  
5 phone number?

6 A. No.

7 Q. Does it have its own email address?

8 A. No.

9 Q. Does it -- if it needs a phone  
10 number or an email address for any official  
11 purpose, does it use a Debtor Elite phone  
12 number or a Debtor Elite email address,  
13 including the one you referred to as your  
14 personal address?

15 A. My personal address and personal  
16 cell phone.

17 Q. Your personal cell phone and  
18 your -- your Debtor Elite email address?

19 A. Yes.

20 Q. Okay. I'm going to -- I'm going to  
21 refer to that as your "personal email  
22 address."

23 A. Okay.

24 Q. Just to be clear, this is not a  
25 Yahoo or Gmail address, this is an official

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

113

1 S. Chaudhary  
2 company address that you use personally --

3 A. Yes.

4 Q. -- correct?

5 A. Yes.

6 Q. Okay. Thank you. Does Soundview  
7 RE have its own employees?

8 A. No.

9 Q. Does it use the debtors' employees?

10 A. For accounting purposes, maintain a  
11 bank account, that's it.

12 Q. Does it collect rent from any --  
13 any entity?

14 A. Yes.

15 Q. Who does it collect rent from?

16 A. Tower Bagel.

17 STENOGRAPHIC REPORTER: Can you  
18 spell it, please.

19 MR. KOZLOWSKI: I'm sorry?

20 THE WITNESS: Tower Bagel. Tower,  
21 T-O-W-E-R, Bagel, B-A-G-E-L.

22 BY MR. KOZLOWSKI:

23 Q. What is the monthly rent?

24 A. About 7,000 or 8,000, in that  
25 range.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

114

1 S. Chaudhary

2 Q. Does Soundview RE have its own bank  
3 account?

4 A. Yes.

5 Q. Has there been any change in  
6 ownership since it was founded?

7 A. No.

8 Q. When was it founded?

9 A. 10, 15 years ago.

10 Q. Does either director provide  
11 direction to Soundview RE?

12 A. No.

13 Q. Looking again at Exhibit 1, this  
14 \$6,000 loan receivable, does this represent  
15 one lump sum loan, multiple loans over time  
16 or something else?

17 A. I don't know.

18 Q. Who would know?

19 A. I can probably check, let you know.

20 Q. What would you check?

21 A. Check -- check with the bookkeeper,  
22 you know, when this was 6,000 outstanding  
23 from where and why.

24 Q. And who is the bookkeeper?

25 A. Probably Mr. Shamshad would know.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

115

1 S. Chaudhary

2 RQ MR. KOZLOWSKI: And we ask for the  
3 production of any documents that would  
4 evidence this.

5 BY MR. KOZLOWSKI:

6 Q. Did the money go from Debtor  
7 Elite's bank account into Soundview RE's bank  
8 account?

9 A. Probably.

10 Q. Why was the loan made?

11 A. I don't -- I said I would check.  
12 Don't know.

13 Q. Who negotiated this loan for Debtor  
14 Elite?

15 A. I don't know. I would give -- I  
16 would give the instructions.

17 Q. Who negotiated this loan for  
18 Soundview RE?

19 A. Same, I.

20 Q. Did an attorney represent either  
21 party?

22 A. No.

23 Q. Was there any analysis as to  
24 whether Debtor Elite could afford making this  
25 loan?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

116

1 S. Chaudhary

2 A. No.

3 Q. Was the loan documented?

4 A. No.

5 Q. Has Debtor Elite demanded repayment  
6 of this loan?

7 A. No.

8 Q. Does either debtor share a bank  
9 account with Soundview RE?

10 A. No.

11 Q. An investment account?

12 A. No.

13 Q. A credit card account?

14 A. No.

15 Q. If we go back to Exhibit 3, do you  
16 see Elite Coach on this list?

17 A. Yes.

18 Q. And it's Elite Coach, Incorporated,  
19 right or Elite Coach, Inc., correct?

20 A. Yes.

21 Q. And it's a corporation?

22 A. Correct.

23 Q. And it's owned 100 percent by you?

24 A. Yes.

25 Q. I'm going to direct you back to

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

117

1 S. Chaudhary

2 Exhibit 1, the loan receivables.

3 A. Yes.

4 Q. Do you see a loan receivable from  
5 Elite Coach?

6 A. Yes.

7 Q. And that's in the amount of  
8 \$476,000, 800 and -- I'm sorry, \$476,874.24?

9 A. Yes.

10 Q. What does Elite Coach do?

11 A. It operates some buses and vans.

12 Q. What is the nature of the Debtor  
13 Elite's involvement with Elite Coach?

14 A. Elite Coach basically is the same  
15 place. I own it. They give some work to --  
16 to Elite Coach. If Elite has any bus work or  
17 van work, they transfer it to Elite. That's  
18 it basically.

19 Q. Does Debtor Elite provide any coach  
20 or bus service?

21 A. Yes.

22 Q. How do you determine which coach or  
23 bus service stays with Debtor Elite and which  
24 goes to Elite Coach?

25 A. I'm sorry. I'm not clear with the

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

118

1 S. Chaudhary  
2 question, maybe even the previous question.

3 Q. All right.

4 A. We were discussing -- I just want  
5 to make sure I answer correctly.

6 Q. I understand. Let's go back.

7 Elite Coach provides bus service,  
8 correct, and coach service?

9 A. Bus and van service.

10 Q. Bus and van. I'm just going to  
11 refer to it as "bus" for the collective bus  
12 and van coach services. Is that okay?

13 A. Okay.

14 Q. So Elite Coach provides bus  
15 service. Does the Debtor Elite provide bus  
16 service?

17 A. Yes.

18 Q. And is it your testimony that  
19 Debtor Elite would sometimes refer bus  
20 service work to Elite Coach?

21 A. Yes.

22 Q. How did Debtor Elite determine  
23 which bus service to provide internally and  
24 which bus service to refer to Elite Coach?

25 A. When Elite provides service, it

1 S. Chaudhary  
2 doesn't only sole run buses. Elite -- Elite  
3 provides services to Elite Coach. It  
4 basically is a middleman. It doesn't have  
5 any buses or vans, so either it has to -- so  
6 we made a -- we made a company to provide  
7 that service, because previously -- prior to  
8 that, we used to refer it outside and would  
9 have a lot of problems with the other  
10 vendors.

11 So in order to solve those  
12 problems, we decided -- I decided to have my  
13 own company so we can provide a service to  
14 Elite and other customers.

15 Q. Why was this set up as a separate  
16 company, instead of just brought in as a  
17 service provided by Debtor Elite?

18 A. Maybe it should have been, but I  
19 don't know. It was set up that way.

20 Q. What does Debtor Elite receive in  
21 exchange for referring business to Elite  
22 Coach?

23 A. It gets a 10 percent commission.

24 Q. Where is Elite Coach's office?

25 A. Gale Avenue.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

120

1 S. Chaudhary

2 Q. And that's the same space as the  
3 debtors?

4 A. Yes.

5 Q. Does it pay rent or otherwise  
6 compensate either debtor for the use of the  
7 space?

8 A. No.

9 Q. Is this documented in a lease or  
10 sublease?

11 A. No.

12 Q. Is there any documentation or  
13 written agreement between Elite Coach and  
14 either of the debtors?

15 A. No.

16 Q. Does Elite Coach have its own phone  
17 number?

18 A. Yes.

19 Q. Does Elite Coach have its own email  
20 address?

21 A. Yes.

22 Q. Does Elite Coach also share an  
23 email address or phone number with either  
24 debtor?

25 A. No.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

121

1 S. Chaudhary

2 Q. Does Elite Coach have its own  
3 employees?

4 A. No.

5 Q. Does Elite Coach utilize the  
6 employees of either debtor?

7 A. Yes.

8 Q. Which employees? Withdrawn.  
9 For which services?

10 A. I work sometimes.

11 Q. Who answers the phone for Elite  
12 Coach?

13 A. Elite Coach, basically there's  
14 really no phone. Phone calls come in, mostly  
15 come through the email of the customers. So  
16 those come to Elite Coach. And if it's Elite  
17 Coach from outside, Elite Coach handles it.  
18 And if an Elite customer calls or emails,  
19 then it gets transferred from Elite  
20 to Elite's route through the system. Elite  
21 Coach transfers the email to -- sorry --  
22 Elite transfers it to Elite Coach.

23 Q. You've testified that Elite Coach  
24 does have its own separate email address and  
25 its own separate telephone number, correct?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

122

1 S. Chaudhary

2 A. Yes. Yes.

3 Q. Are -- I may not have understood  
4 your previous answer. Are you testifying  
5 that emails come in to Debtor Elite and then  
6 get routed to Elite Coach?

7 A. No. Non-Elite business comes to  
8 Elite Coach by email directly or through a  
9 portal, an aggregator which they supply  
10 to and they provide as business. And  
11 internal Elite's business just gets  
12 transferred -- basically, they, in their own  
13 system -- Elite system, they put in a -- a  
14 bus number, okay. This job will be done by  
15 Bus 921, for example. So then Elite Coach  
16 would have access to that system and will  
17 schedule the ride.

18 Q. And this is a proprietary system?

19 A. No, this is the same system which  
20 Elite uses from Soundview Technologies.

21 (Reporter clarification.)

22 THE WITNESS: Uses system we  
23 discussed previously, Soundview  
24 Technologies.

25 BY MR. KOZLOWSKI:

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

123

1 S. Chaudhary

2 Q. But is this the software that  
3 Soundview Tech owns?

4 A. Yes.

5 Q. Does Elite Coach pay Soundview Tech  
6 for the use of this software?

7 A. No.

8 Q. Does either debtor provide  
9 direction to Elite Coach?

10 A. No.

11 Q. Has there been a change in Elite  
12 Coach's ownership since it was founded?

13 A. No.

14 Q. When was it founded?

15 A. It was six years ago.

16 Q. Looking back on Exhibit 1, does  
17 this \$476,000 represent one lump sum loan,  
18 multiple loans over time or something else?

19 A. Over time.

20 Q. When was the money transferred?

21 A. Over time from 2018 on.

22 Q. Does Elite Coach have its own bank  
23 accounts?

24 A. Yes.

25 Q. And did the money go from Debtor



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

124

1 S. Chaudhary  
2 Elite's bank account into Elite Coach's bank  
3 account?

4 A. Yes.

5 Q. Why were the loans made?

6 A. As I said previously, there was  
7 money going back and forth between me and  
8 Elite. Over time, money was needed. We --  
9 you know, if I didn't have it, took from  
10 Elite.

11 Q. So this \$476,000 represents money  
12 that you put into Elite that you subsequently  
13 needed for Elite Coach, and so had Debtor  
14 Elite transfer to Elite Coach?

15 A. Well, I did -- you know, I -- over  
16 the years, I put in a lot of money into Elite  
17 personally, and some of it got loaned to  
18 Elite Coach -- to Elite. Basically they are  
19 not loans, they were transactions and they're  
20 recorded as money on account basically.

21 Q. Do you have any loan agreements  
22 between you and Debtor Elite for the loans  
23 that you're talking about here?

24 A. No.

25 Q. Do you have any loan agreements

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

125

1 S. Chaudhary  
2 between Debtor Elite and Elite Coach for the  
3 loans we're talking about here?

4 A. No.

5 Q. Who negotiated these loans on  
6 behalf of Debtor Elite?

7 A. I.

8 Q. Who negotiated these loans on  
9 behalf of Elite Coach?

10 A. I.

11 Q. Did an attorney represent either  
12 party?

13 A. No.

14 Q. Was there any analysis done as to  
15 whether Debtor could -- Debtor Elite could  
16 afford making these loans?

17 A. No.

18 Q. You say -- would you consider  
19 \$476,000 to be a material amount of money in  
20 the -- a material amount of money in --  
21 withdrawn.

22 Would you consider \$476,000 to be a  
23 material amount of money for Debtor Elite?

24 A. If this was one shot, yes. If it  
25 was over years, no.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
126

1 S. Chaudhary

2 Q. Is Elite Coach profitable?

3 A. Barely. Yeah, sometimes, depends  
4 on the months.

5 Q. Is Elite Coach currently operating?

6 A. Yes.

7 Q. Who runs or manages Elite Coach?

8 A. I run it. I manage it.

9 Q. Has Debtor Elite demanded repayment  
10 of this \$476,000 from Elite Coach?

11 A. No.

12 Q. Does either debtor share a bank  
13 account with Elite Coach?

14 A. No.

15 Q. An investment account?

16 A. No.

17 Q. A credit card account?

18 A. No.

19 MR. KOZLOWSKI: Sorry. Can we go  
20 off the record for a moment?

21 MS. FITZGERALD: Sure.

22 (Brief interruption.)

23 MR. KOZLOWSKI: We can go back on.

24 BY MR. KOZLOWSKI:

25 Q. Looking at Exhibit 3, do you see a

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

127

1 S. Chaudhary

2 company called Elite RE Corp.?

3 A. Yes.

4 Q. And that's a corporation?

5 A. Correct.

6 Q. And now, for ownership that says  
7 "Same as Elite." So if I look, it appears  
8 that you own 92.5 percent of that company; is  
9 that correct?

10 A. Yes.

11 Q. It says that Mian owns 4.5 percent  
12 of that company; is that right?

13 A. Yes.

14 Q. Who is Mian?

15 A. Mian Siddique. He's an  
16 ex-employee.

17 Q. An ex-employee?

18 A. Yeah, going back 25, 30 years, 30  
19 years.

20 Q. Of which entity?

21 A. Of Elite.

22 Q. Of Debtor Elite or Elite RE?

23 A. No, Elite. An ex-employee of  
24 Elite.

25 Q. And I want to be clear on this.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
128

1 S. Chaudhary

2 He's an ex-employee of Elite Limousine Plus,  
3 Inc.?

4 A. Yes.

5 Q. And Elite RE Corp., would that be  
6 the same entity as Elite Real Estate Corp.?

7 A. Yes.

8 Q. I'm going to direct your attention  
9 back to Exhibit 1. There's a loan receivable  
10 listed from affiliate Elite RE Corporation or  
11 Corp. in the amount of \$11,271,736.52; is  
12 that correct?

13 A. Correct.

14 Q. So what does Elite RE Corp. do?

15 A. It's owned the property at 36-01  
16 37th Avenue, Long Island City. It was  
17 purchased in 1998. Basically, even though  
18 the shares are under our name, Elite --  
19 Elite's shareholder's name, but basically it  
20 is an Elite building, was funded by Elite,  
21 bought shares and everything. At that time,  
22 the plan was to -- we have -- at that time,  
23 we had about 825 cars and they needed  
24 services, repairs and car washes. And our  
25 goal was to provide those services at a -- as

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
129

1 S. Chaudhary  
2 a service to our Elite drivers. And we did  
3 have a repair shop in the beginning and a car  
4 wash there.

5 So those things were basically  
6 built for Elite's purposes, and for our  
7 purposes Elite owned the building. It was  
8 under my name. It's -- so those -- to draw  
9 up the building, when we purchased --  
10 purchased, it was a very cheap price, but  
11 needed a lot of work. So over the years, a  
12 lot of work has been done.

13 So until about -- I don't know  
14 exactly the timing, a car wash operator  
15 entered about two, three years back when we  
16 shut down. And the repair shop was shut down  
17 much earlier. And then we used the facility  
18 to rent it out. But the money -- now we  
19 owned the properties, there wasn't enough  
20 rent.

21 I also, you know, bill other  
22 tenants. So the money was -- was loaned out  
23 to it for development, for repairs, for  
24 maintenance, upkeep. It was built up over  
25 the last 30 years -- 34 years, 36 -- I don't

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

130

1 S. Chaudhary

2 know. 26 years.

3 Q. I thought I heard you say that  
4 Elite owned the building under your name.  
5 Did I hear you correctly?

6 A. Yes. Basically it was done by  
7 Elite -- you know, the concept was it's  
8 Elite's building. That's why all the Elite  
9 shareholders -- and the same ownership, which  
10 is these shareholders -- so basically, I'm  
11 practically positive it's Elite's building.

12 (Reporter clarification.)

13 THE WITNESS: In reality, it's  
14 Elite-owned, Elite's building.

15 BY MR. KOZLOWSKI:

16 Q. But is it Elite's -- Elite RE's  
17 name on the deed, or is it yours?

18 A. Elite RE.

19 Q. Where is Elite RE's current office?

20 A. Gale Avenue.

21 Q. And that's the same space as Debtor  
22 Elite and DSS?

23 A. Yes.

24 Q. And does -- sorry. Does Elite RE  
25 pay any rent?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
131

1 S. Chaudhary

2 A. No.

3 Q. Does it provide any other  
4 compensation to either debtor for use of the  
5 space?

6 A. No.

7 Q. Is it documented as a lease or  
8 sublease?

9 A. No.

10 Q. Is there any other documentation or  
11 written agreement between Elite RE and the  
12 debtors regarding the space?

13 A. No.

14 MR. WOFSE: Is that the main  
15 premises lease?

16 THE WITNESS: No.

17 MR. WOFSE: Okay. I apologize.

18 THE WITNESS: Maybe it's confusing.

19 Now, which lease you're talking between?

20 BY MR. KOZLOWSKI:

21 Q. I'm talking -- I'm talking right  
22 now about Elite RE using the Gale Avenue  
23 space.

24 A. Yeah, nothing documented, yes.

25 Q. Okay.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

132

1 S. Chaudhary

2 MR. WOFSE: That was my error.

3 MR. KOZLOWSKI: No, that's --  
4 that's fine. I'd rather have a clear  
5 record, so --

6 BY MR. KOZLOWSKI:

7 Q. Does Elite RE have its own phone  
8 number?

9 A. No.

10 Q. Does it have its own email address?

11 A. No.

12 Q. Does it use a Debtor Elite phone  
13 number?

14 A. No, my cell number.

15 Q. Your cell number. Does it use your  
16 Debtor Elite email address?

17 A. Yes.

18 Q. Does Elite RE have its own  
19 employees?

20 A. No.

21 Q. Does it use the debtors' employees?

22 A. For bookkeeping.

23 Q. Does it compensate the debtor for  
24 the use of its employees?

25 A. I'm not sure. Maybe. Maybe it

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

133

1 S. Chaudhary

2 does.

3 Q. Who would know?

4 A. I will check and let you know.

5 Q. Would Mr. Shamshad know?

6 A. Yes.

7 Q. Has there been any change in  
8 ownership since --

9 A. No.

10 Q. -- Elite RE was founded?

11 A. I'm sorry. It reflects the  
12 ownership of Elite.

13 Q. Can you walk me through what the  
14 change in ownership of Elite was -- Elite has  
15 been?

16 A. Since what time?

17 Q. Let's go back 10 years.

18 A. 10 years was me, Mian Siddique,  
19 Bella Epstein. And about two, three years  
20 ago Bella Epstein passed away. She was the  
21 wife of my late partner, Stanley Epstein, who  
22 passed away previously, so she inherited the  
23 shares.

24 And then when Bella passed away,  
25 share was supposed to go to her sons. But

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

134

1 S. Chaudhary  
2 looking at the -- since we were during COVID,  
3 we fell behind on taxes and everything. Her  
4 son refused to -- they basically declined to  
5 take the shares from the State, so they went  
6 back to Elite. So those shares were gone.

7 And then about -- during that time,  
8 I don't remember the exact date, sometime  
9 over there also, Andrew Eldey helped us out  
10 with a supply of a lot of business, and there  
11 was a -- we were hoping some cooperation,  
12 more business to Elite. During COVID, they  
13 provided us a lot of business through airline  
14 work. And we were hoping for more  
15 cooperation, so we issued them five shares at  
16 that time. And that stands until now. So  
17 Bella's gone --

18 Q. Does Elite RE own any property  
19 apart from 36-01 37th Avenue?

20 A. No.

21 Q. Who owns the Gale Avenue property?

22 A. Gale Avenue LLC, which is owned by  
23 me.

24 Q. Regarding this \$11.2 million loan  
25 receivable from Elite RE, does it -- did you

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

135

1 S. Chaudhary  
2 say that it represents multiple loans over  
3 time?

4 A. Over 26 years, yes.

5 Q. And I suppose if I ask when was the  
6 money transferred over 26 years, that's a  
7 laughable question, but I'm going to ask:  
8 When was the money transferred?

9 A. Over 26 years.

10 Q. Thank you.

11 Does Elite RE have its own bank  
12 accounts?

13 A. Yes.

14 Q. Did these transfers go from Debtor  
15 Elite's bank account into Elite RE's bank  
16 account?

17 A. Yes.

18 Q. And I believe you testified that  
19 these loans were made over the course of time  
20 to -- for work on the building and other  
21 obligations that Elite RE needed to satisfy?

22 A. Yes.

23 Q. Is that a fair characterization?

24 A. Yes.

25 Q. Is there any documentation of any

1 S. Chaudhary

2 of these loans?

3 A. No.

4 Q. Who negotiated these loans for  
5 Debtor Elite?

6 A. I.

7 Q. Who negotiated these loans for  
8 Elite RE?

9 A. I.

10 Q. Did an attorney represent either  
11 party in connection with these loans?

12 A. No.

13 Q. Is there an accountant involved  
14 in -- in giving -- not a ministerial job, but  
15 in giving any advice regarding any of these  
16 loans?

17 A. No.

18 Q. Was there any analysis done or  
19 performed as to whether Debtor Elite could or  
20 should make these loans?

21 A. Well, as I said, for all practical  
22 purpose it was Elite's building, and we were  
23 hoping that one day we sell the building and  
24 then pay Elite back and back to the -- and  
25 the return on that way. Things changed.

1 S. Chaudhary

2 What happened, rents went up and  
3 the market went down. It affected Elite as  
4 well as the property, so it's a -- and Elite  
5 business, you know, did recover, but we're  
6 still -- Manhattan office occupancy rate has  
7 still not recovered, is still around 50  
8 percent, which is unprecedented. Employee  
9 occupancy rate is still about 51 percent. So  
10 all those things affected the office, the  
11 valuation of the property. And so, we are  
12 hoping we'll pay it off, but doesn't look  
13 like.

14 Q. At any time, has Debtor Elite  
15 demanded repayment of all or a portion of the  
16 obligation Elite RE owes it?

17 A. No.

18 Q. Has Debtor Elite demanded repayment  
19 during the course of the bankruptcy?

20 A. No.

21 Q. Why not?

22 A. It doesn't have the money.

23 Q. Has Elite RE marketed the real  
24 property?

25 A. It has been on the market for a

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

138

1 S. Chaudhary

2 year.

3 Q. Is there any appraisal or valuation  
4 of that property?

5 A. Not recent ones. Going back a  
6 year, we listed at 20 million -- it actually  
7 was listed at 25 million, reduced to 20  
8 million. Now it's listed at 16 1/2 million.  
9 Over the years, we haven't had any solid  
10 offer yet.

11 Q. Does either debtor share a bank  
12 account with the company?

13 A. Yes, they have separate accounts.  
14 No sharing, yeah.

15 Q. Does either debtor share an  
16 investment account with the company?

17 A. No.

18 Q. A credit card account?

19 A. No.

20 Q. Does Debtor Elite pay rent to Elite  
21 Real Estate or Elite RE?

22 A. No.

23 Q. If we can go back to Exhibit 3. Do  
24 you see a company called Soundview  
25 Broadcasting?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

139

1 S. Chaudhary

2 A. Yes.

3 Q. Is Soundview Broadcasting LLC  
4 the -- withdrawn.

5 Going back to Exhibit 1, the list  
6 of receivables, do you see a loan receivable  
7 from affiliate Soundview Broadcasting?

8 A. Yes.

9 Q. And it's in the amount of just over  
10 \$6 million?

11 A. Yes.

12 Q. Is Soundview Broadcasting the same  
13 entity as Soundview Broadcasting LLC?

14 A. Yes.

15 Q. Now, what does Soundview  
16 Broadcasting do?

17 A. It started providing TV  
18 broadcasting services to international TV  
19 channels, which were broadcast over Dish  
20 Network, DirecTV, other cable -- other --  
21 other cable platforms. Transmission  
22 services, licensing services. It has a -- TV  
23 studios. It was started about 2004 or '05.

24 And right now it's basically --  
25 their business has gone down, taken down. It



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

140

1 S. Chaudhary  
2 may be shut down in a year or two. Basically  
3 we're just running it off, paying off some --  
4 paying out basically 32 contracts.

5 Q. So you're winding this business  
6 down?

7 A. Yes.

8 Q. I'm sorry. I just -- go ahead.

9 A. Again, the services which we are  
10 providing, due to streaming and everything  
11 else, they are losing customers, they have  
12 been just going downhill. There's just maybe  
13 a year or two left for survival.

14 Q. I want to go back to Exhibit 3,  
15 just for a moment, to complete the record.  
16 Soundview Broadcasting LLC is a single member  
17 LLC owned 100 percent by you, correct?

18 A. Yes.

19 Q. Does Soundview Broadcasting own any  
20 intellectual property?

21 A. No.

22 Q. Does it own any movies, TV shows,  
23 film, anything along those lines?

24 A. No.

25 Q. Does it have any licenses for any

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

141

1 S. Chaudhary

2 movies or television shows?

3 A. No.

4 Q. Did it at any point?

5 A. No.

6 Q. Does it own any film equipment?

7 A. TV equipment.

8 Q. Is it doing any operations -- is it  
9 conducting any operations right now?

10 A. Yes, it's providing some services  
11 to five TV channels.

12 Q. What are those services?

13 A. Those are services basically  
14 picking up the signal in -- overseas and  
15 bringing it to our facility, do some  
16 processing, send it to Dish Network or  
17 Verizon cable -- not Verizon anymore -- to  
18 basically Dish and ComCast, and do some  
19 advertising on those channels. That's  
20 basically it.

21 At one time we had 25 channels,  
22 down to about five. It also provides  
23 transmission services, some other channels,  
24 like to a customer in Canada, we provide some  
25 services. But that -- that all has been just

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

142

1 S. Chaudhary

2 going down and down.

3 Q. It gets paid for these services?

4 A. Yes.

5 Q. What is the debtors' -- either

6 debtor's involvement with Soundview

7 Broadcasting?

8 A. Nothing.

9 Q. If neither debtor has any

10 involvement with Soundview Broadcasting, how

11 did it come to be that Soundview Broadcasting

12 owes Debtor Elite over \$6 million?

13 A. It happened over 20 years, number

14 1. And number 2 -- I did make money in the

15 beginning. Then it started going down. We

16 were hoping to recover it. And now it's

17 subject to -- it was a tenant in Elite's RE

18 building. It helped Elite in the sense to --

19 it paid rent to Elite to use that space, and

20 basically it wasn't enough revenue. And

21 if -- basically it was utilizing space for

22 it's own thing. It also provides, you know,

23 parts of other channels, and we get rent from

24 other channels. We get some TV channels who

25 are tenants, and they provide rent. So we

1 S. Chaudhary

2 were providing services to those channels.

3 And if we shut it down, we'll lose  
4 those tenants also. So it was a circle. You  
5 know, I keep it going to provide services to  
6 keep the tenants.

7 Q. When --

8 A. In the last couple of years the  
9 loan was high. It had been paid down in the  
10 last couple of years, but it's shutting that  
11 now.

12 Q. When Soundview Broadcasting was  
13 profitable, was it paying down the loans that  
14 Debtor Elite had provided it?

15 A. It wasn't that profitable. There  
16 was -- I would say, paid the rent, you know.  
17 Helped the cash flow of Elite RE. It was not  
18 enough money to pay back the debt.

19 Q. Let's talk about its rents. Where  
20 is its office?

21 A. At Elite RE's building.

22 Q. So this is not a shared space with  
23 the debtors?

24 A. No.

25 Q. Is that building owned, operated or

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
144

1 S. Chaudhary  
2 managed by any affiliate or insider of either  
3 of the debtors?

4 A. No.

5 Q. Has Soundview Broadcasting ever  
6 repaid any amount of the loans that Debtor  
7 Elite has provided it?

8 A. Yes.

9 Q. Approximately how much?

10 A. I think it paid back more than a  
11 million.

12 Q. Sorry. Did you say 40 million?

13 A. No, one million. About a million.

14 Q. That's a big spread.

15 A. Yes.

16 Q. One million.

17 Does Soundview Broadcasting have  
18 its own phone number?

19 A. Yes.

20 Q. Does it have its own email address?

21 A. Yes.

22 Q. Does it have its own Website?

23 A. Yes.

24 Q. Does it have its own employees?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

145

1 S. Chaudhary

2 Q. Does it also utilize employees of  
3 either debtor?

4 A. No.

5 Q. Does either debtor provide  
6 direction to this company?

7 A. No.

8 Q. Does Soundview Broadcasting have  
9 its own bank accounts?

10 A. Yes.

11 Q. Did these loans go from Debtor  
12 Elite's bank account into Soundview  
13 Broadcasting's bank account?

14 A. Yes.

15 Q. Who negotiated these loans for  
16 Debtor Elite?

17 A. I.

18 Q. Who negotiated these loans for  
19 Soundview Broadcasting?

20 A. I.

21 Q. Did an attorney represent either  
22 party in connection with these loans?

23 A. No.

24 Q. Was there any analysis as to  
25 whether Debtor Elite could afford making

1 S. Chaudhary

2 these loans?

3 A. No.

4 Q. Did Debtor Elite expect to be  
5 repaid?

6 A. Yes.

7 Q. Why did Debtor Elite expect that  
8 Soundview Broadcasting would be able to repay  
9 \$6 million in loans when your testimony has  
10 been that Soundview Broadcasting, even when  
11 it was profitable, was only able to  
12 essentially pay its rent and maybe a little  
13 more?

14 A. Well, as I -- I think I said  
15 expected, not expects. So it was expected  
16 when those loans were made, not now.

17 Q. Were any of these loans documented?

18 A. No.

19 Q. Why not?

20 A. Check with the document -- check to  
21 the document. And we are not lying it, so.

22 RQ MR. KOZLOWSKI: Call for production  
23 of all checks.

24 THE WITNESS: We don't know we can  
25 produce going back 20 years.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

147

1 S. Chaudhary

2 MR. WOFSE: No records have been  
3 destroyed?

4 BY MR. KOZLOWSKI:

5 Q. Were there any loan agreements  
6 between Soundview Broadcasting and Debtor  
7 Elite?

8 A. No.

9 Q. Has Debtor Elite demanded repayment  
10 from these entities -- sorry.

11 Has Debtor Elite demanded repayment  
12 from Soundview Broadcasting during this  
13 bankruptcy?

14 A. No.

15 Q. Why not?

16 A. No money.

17 Q. Debtor Elite and Soundview  
18 Broadcasting are separate companies, correct?

19 A. Yes.

20 Q. Debtor Elite owes millions of  
21 dollars to Rosenthal, taxing authorities and  
22 unsecured creditors, correct?

23 A. Yes.

24 Q. And Debtor Elite is owed over  
25 \$6 million from this separate company,



1 S. Chaudhary

2 Soundview Broadcasting, correct?

3 A. Yes.

4 Q. And yet Debtor Elite has made no  
5 attempt to recover these found during the  
6 bankruptcy?

7 A. Well, Elite owes me money. I have  
8 signed the deed in lieu of foreclosure, which  
9 is my property, to Rosenthal. Rosenthal has  
10 a second mortgage on the Gale Avenue  
11 property, which I own, so -- and we set it  
12 off. You know, in the end, I may or may not  
13 owe them money. I don't -- haven't done an  
14 analysis. The money I am owed, the property  
15 which I'm giving to Rosenthal to satisfy  
16 these debts. So I think, you know, there  
17 were assets which, due to market conditions,  
18 market conditions have gone down in value.  
19 But before COVID there was -- there was  
20 enough value to pay everybody off.

21 Q. Wouldn't it be great for Soundview  
22 Broadcasting to pay over its \$6 million to  
23 satisfy a lot of these obligations? Do you  
24 think that that would be helpful?

25 A. The property which I'm giving is

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

149

1 S. Chaudhary  
2 worth 5, \$6 million, of which property  
3 returns I'm handing off to -- to Rosenthal.

4 Q. And that's the Gale Avenue  
5 property?

6 A. No, that's the Soundview RE  
7 property.

8 Q. And that one is owned by which  
9 entity?

10 A. Owned by Gale -- Soundview RE,  
11 which is owned by me.

12 Q. So owned by Soundview RE?

13 A. Yeah. My plan was to sell that  
14 property eventually to pay off Elite's debts,  
15 and I'm still doing that.

16 Q. Does either debtor share a bank  
17 account with Soundview Broadcasting?

18 A. No.

19 Q. An investment account?

20 A. No.

21 Q. Credit card account?

22 A. No.

23 MR. KOZLOWSKI: Give me one moment,  
24 please.

25 (Brief interruption.)

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

150

1 S. Chaudhary

2 BY MR. KOZLOWSKI:

3 Q. All right. I'd like to go back to  
4 Exhibit 3. Do you see a company called  
5 Asterride Acquisition Corp.?

6 A. Yes.

7 Q. Where is that?

8 A. That company has been shut down.  
9 It was an Elite-owned entity. We acquired  
10 the company before COVID. And then we --  
11 once we -- there was some debt which was  
12 accumulated because of -- of the acquisition,  
13 100,000, then it got paid off. It was not --  
14 it was a good concept at that time, but after  
15 COVID it didn't make any sense to -- to spend  
16 the resources, so we shut it down. That's  
17 why it's not here.

18 Q. And it's been dissolved -- was it  
19 formed in New York State?

20 A. I don't think. I think it was  
21 formed in Delaware.

22 Q. Has it been dissolved in Delaware?

23 A. I don't know if it's dissolved, but  
24 it's definitely nonoperating for, like, two  
25 or three years. Maybe it needs to be

1 S. Chaudhary

2 dissolved.

3 Q. Does Asterride Acquisition have any  
4 assets?

5 A. No.

6 Q. What was the debtor's involvement  
7 with Asterride Acquisition?

8 A. It owned the entity.

9 Q. What was -- what was Asterride  
10 Acquisition -- withdrawn.

11 How -- how did the debtor expect to  
12 benefit from its ownership of Asterride  
13 Acquisition?

14 A. Asterride Acquisition acquired a  
15 company called Asterride, which provided  
16 transportation services. It was a Web  
17 company through the -- through the Web, and  
18 provided services through other vendors. We  
19 provided services too, also. And we decided  
20 one time to acquire it and make it a part of  
21 limousine.com to do the same kind of  
22 business.

23 But the way it was set up, somehow  
24 it was not easy to fit in and there wasn't  
25 enough business. And whatever there was

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

152

1 S. Chaudhary  
2 after COVID, it just disappeared. Nobody was  
3 traveling, so -- and I didn't want to keep  
4 spending resources, so we just shut it down.

5 Q. Go to --

6 A. It was making money when we  
7 acquired it, but after COVID it started to  
8 lose money, started to lose. So we shut it  
9 down.

10 Q. I'm going to go back to Exhibit 1,  
11 Schedule A/B, answer 15. That will be  
12 Schedule A/B, page 3. And here it lists the  
13 stock in DSS and in Asterride Acquisition.  
14 Do you see that? I'll give you a minute to  
15 get there.

16 MS. FITZGERALD: Okay. We're  
17 there.

18 MR. KOZLOWSKI: You're there?  
19 Okay.

20 MS. FITZGERALD: Yes.

21 BY MR. KOZLOWSKI:

22 Q. Okay. So you see it shows that  
23 Debtor Elite owns 100 percent of DSS and 100  
24 percent of Asterride Acquisition?

25 A. Yes.

1 S. Chaudhary

2 Q. And do you see that the question,  
3 number 15, asks you to list "Non-publicly  
4 traded stock and interests in incorporated  
5 and unincorporated businesses, including any  
6 interest in an LLC, partnership, or joint  
7 venture."

8 Do you see that?

9 A. Um-hum, yes.

10 Q. Are there any other entities that  
11 should be listed here? We've talked about a  
12 lot of different entities. I know many of  
13 them have been owned by you personally or you  
14 in some capacity and not necessarily by  
15 Debtor Elite.

16 But are there any other entities  
17 that Debtor Elite had an ownership interest  
18 in that were left off this response?

19 A. I don't think so.

20 Q. I want to go forward in this  
21 document. It's PDF page 74. It looks like  
22 it's -- is this the right page? No, I'm  
23 looking at the wrong one. I'm sorry. Give  
24 me one second. I'll tell you where this is.

25 This is the schedule of unsecured

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

154

1 S. Chaudhary  
2 claims, and it is Schedule E/F, page 3 of 14.

3 MS. FITZGERALD: Okay. We're  
4 there.

5 BY MR. KOZLOWSKI:

6 Q. Okay. Do you see a claim scheduled  
7 for Asterride Acquisition in the amount of  
8 \$26,191.48?

9 A. Yes.

10 Q. What is this claim for?

11 A. Well, this is the money which was  
12 owed to some vendors, and Elite had not  
13 paid -- paid Asterride to pay those vendors.

14 Q. Is it money that Elite owed to  
15 Asterride's vendors?

16 A. I believe so. That's what it's  
17 asking, right?

18 Q. Why did Elite owe Asterride's  
19 vendors?

20 A. Well, Asterride owed its vendor.  
21 Elite -- you know, Elite provided the --  
22 Elite owed that service -- that funds. As I  
23 say, some of the rides were serviced by  
24 Asterride vendors out of the city nationally,  
25 and Elite owed those funds and they didn't

1 S. Chaudhary

2 pay. And those are the balances due. When  
3 we shut it down, there were some balances  
4 overdue.

5 Q. Why -- if Asterride has wound down  
6 its operations and is no longer operating,  
7 how would its obligations --

8 A. As the money was owed to the  
9 vendors -- just like you go two blocks up, to  
10 row 57, do you see Alliance Limousine?

11 Q. That's 3.7, just to clarify.

12 A. Yeah, okay. Okay. And, similarly,  
13 3.6 is All City Limousine, so those are  
14 vendors nationally which provide service to  
15 Elite customers, and Elite pays them.

16 And just like that, Asterride used  
17 similar vendors outside, and those are  
18 relationships which we have over the years,  
19 and if we don't provide the funds, they would  
20 shut down the service and Elite would suffer.

21 And we are -- we basically have to  
22 pay those vendors because Elite -- Asterride  
23 is our entity. And service is provided to  
24 Elite customers. So we felt it was our  
25 obligation to pay those vendors, otherwise



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

156

1 S. Chaudhary

2 Elite's current business would suffer and we  
3 would lose out more than -- you know, than  
4 we're trying to save.

5 Q. I think what you're stating is the  
6 business reason why you feel it would make  
7 sense for Debtor Elite to pay these  
8 obligations, correct?

9 A. Yes, correct.

10 Q. But from --

11 A. They're just like our drivers,  
12 critical vendors.

13 Q. But from a -- from a factual  
14 perspective, these are not technically  
15 obligations of Debtor Elite, correct?

16 A. They were obligations of Debtor  
17 Elite to Asterride, and Asterride owed those  
18 other vendors. And since Elite owned  
19 Asterride, we felt it was our obligation to  
20 pay those vendors because they are providing  
21 services to Elite.

22 Q. So this is a valid obligation owed  
23 to Asterride?

24 A. Yes.

25 Q. Go back to Exhibit 3. And do you

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

157

1 S. Chaudhary

2 see Gale Avenue LLC listed?

3 A. Yes, yes.

4 Q. And Gale Avenue LLC is a single  
5 member LLC owned 100 percent by you?

6 A. Yes.

7 Q. What does Gale Avenue do?

8 A. It leases the -- it owned the  
9 property at 32-72 Gale Avenue, which is  
10 leased to Elite.

11 Q. And is Gale Avenue LLC still in  
12 operation?

13 A. Yes.

14 Q. Where is Gale Avenue's office?

15 A. Gale Avenue.

16 Q. And that's the same space that  
17 Debtor Elite and DSS lease?

18 A. Yes.

19 Q. Does Gale Avenue either pay rent,  
20 compensate either debtor or offset a portion  
21 of the rent for the space that it uses?

22 A. It's a -- first of all, it doesn't  
23 use any space. It's just an office it rents.  
24 It owns the property and it gets mail, and it  
25 uses as a mailing address. There's no space

1 S. Chaudhary

2 used otherwise.

3 MR. KOZLOWSKI: Give me one moment.

4 I'm sorry.

5 (Brief interruption.)

6 MR. KOZLOWSKI: Okay. I'm going to  
7 share the screen. I'd like to introduce  
8 into the record Exhibit 4, which appears  
9 to be a Standard Form of Lease between  
10 Gale Avenue LLC and Elite Limousine  
11 Plus, Inc.

12 (Creditors' Exhibit 4, Standard  
13 Form of Office Lease between Gale Avenue  
14 LLC and Elite Limousine Plus, Inc.,  
15 marked for identification as of this  
16 date.)

17 BY MR. KOZLOWSKI:

18 Q. Do you see that document?

19 A. Yes.

20 Q. Can you tell me what this document  
21 is?

22 A. It's a lease between Gale Avenue  
23 LLC to Elite Limousine for the office space.

24 Q. Are there any other documents  
25 written between either debtor and Gale Avenue

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

159

1 S. Chaudhary

2 LLC?

3 A. No.

4 Q. Are there any amendments or other  
5 modifications of this lease that are not  
6 included in this lease? And I can scroll  
7 through the pages if you'd like.

8 A. There may have been previous  
9 leases, but this is the newest lease.

10 Q. Does Gale Avenue LLC have its own  
11 employees?

12 A. Doesn't need it.

13 Q. Is that a yes or a no?

14 A. No.

15 Q. Does it use or utilize employees of  
16 either debtor?

17 A. No.

18 Q. Who handles its accounting?

19 A. There's only one rent which comes  
20 in, so it goes in the account. And then I --  
21 the mortgage gets automatically debited by  
22 the bank, so there's really nothing to do.

23 Q. Is the company -- I'm sorry.

24 Withdrawn.

25 Is the property, the Gale Avenue

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

160

1 S. Chaudhary  
2 property, currently listed for sale or being  
3 marketed for sale?

4 A. No.

5 Q. How much is the property worth?

6 A. About 4 million, maybe 3 1/2 to  
7 4 million.

8 Q. When was this company founded?

9 A. Don't know. Maybe 10, 15 years  
10 back.

11 Q. Has there ever been any change in  
12 ownership since it was founded?

13 A. No.

14 Q. Does either debtor provide  
15 direction to this company?

16 A. No.

17 Q. Does the debtor pay rent to this  
18 company?

19 A. Yes.

20 Q. How much is that rent?

21 A. I don't remember. Roughly the  
22 amount 36,000 and change per month.

23 Q. Going back to Exhibit 1, the same  
24 schedule that we were just on, the claims --

25 A. Um-hum.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

161

1 S. Chaudhary

2 Q. -- the 3 point whatever. I'm going  
3 to ask you to go to 3.86. Did I have -- did  
4 I put that in right? I may have written the  
5 wrong number down. There is no 86. That  
6 can't be right. 3.27. That's -- that is on  
7 Schedule E/F, page 6 of 14.

8 A. Yes.

9 Q. Do you see that, at 3.26 and at  
10 3.27, there's claims for Gale Avenue LLC?

11 A. Yes.

12 Q. One claim, 3.27, is in the amount  
13 of \$139,000 and the basis is listed as "Rent  
14 Arrears."

15 A. Yes.

16 Q. That I understand. 3.26 has a  
17 claim in the amount of \$332,500, and that  
18 basis is "Intercompany Loan." This is  
19 interesting. This is the opposite of the  
20 situation which we were talking about a  
21 little earlier. This is a loan, what, to the  
22 debtor from Gale Avenue?

23 A. Yes.

24 Q. Is there any documentation of this  
25 loan?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

162

1 S. Chaudhary

2 A. I have to check. I don't know.

3 RQ MR. KOZLOWSKI: I'm going to call  
4 for the production of any documents  
5 supporting this loan.

6 THE WITNESS: Okay.

7 BY MR. KOZLOWSKI:

8 Q. What was this loan for?

9 A. Probably -- I'm just guessing. I  
10 don't know actually. I will check.

11 Q. Yeah, I don't -- I don't want you  
12 to guess.

13 A. Yeah.

14 Q. Do you have a basis to know? You  
15 know, I'll take an answer, subject to you  
16 checking and revising, but I don't want a  
17 blind guess.

18 A. Well, there's some -- not a totally  
19 blind guess, but I know when we were short of  
20 money one time I did refinance that property  
21 and got them -- and got the money from the  
22 bank, and probably I lent out to Elite.  
23 That's one possibility. I will check into  
24 it.

25 Q. Who would know?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
163

1 S. Chaudhary

2 A. I will check with Mr. Shamshad.

3 Q. How long ago was this loan?

4 A. I would say the last five, six  
5 years.

6 Q. Was -- was either side represented  
7 by counsel in connection with the loan?

8 A. No.

9 Q. Was this full amount a one-time  
10 loan?

11 A. If it's the scenario which I am  
12 telling you, it would have been one time. If  
13 something else, then I don't know.

14 Q. Would you have represented Debtor  
15 Elite's interests in connection with the  
16 loan?

17 A. I don't follow the question. Can  
18 you say it again.

19 Q. Yes. Who negotiated this loan for  
20 Debtor Elite?

21 A. I.

22 Q. And who negotiated this loan for  
23 Gale Avenue?

24 A. I.

25 Q. Let me move on to another company.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

164

1 S. Chaudhary

2 Going back to Exhibit 3. Do you see an  
3 entity on here named Rawal Construction,  
4 R-A-W-A-L, Construction?

5 A. Yes, here.

6 Q. Which -- which of these companies  
7 is Rawal Construction?

8 A. It's not here.

9 Q. Not here. What is Rawal  
10 Construction?

11 A. Rawal Construction is a --  
12 basically the company which handles repairs  
13 and maintenance on -- on Elite's building and  
14 37th Avenue, both buildings.

15 Q. Who owns Rawal Construction?

16 A. A gentleman named Mushtaq Ali,  
17 M-U-S-H-T-A-Q, A-L-I.

18 Q. Is he an insider or in any way  
19 affiliated with either of the debtors' or  
20 their affiliates?

21 A. No, other than that. That part of  
22 his compensation is he's on at least  
23 partially -- he's partially paid by -- he's  
24 partially on Elite's payroll.

25 Q. And what's that for?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

165

1 S. Chaudhary

2 A. That's for the running and managing  
3 that company. No, I'm sorry. Hold on.  
4 Sorry, I'm wrong. No, he used to be an  
5 ex-employee, but I don't think he is anymore.

6 Q. So the owner of Rawal Construction  
7 is a former employee of Debtor Elite?

8 A. Yes.

9 Q. Back to Schedule 1 on page --  
10 Schedule E/F, page 10 of 14. It's a few  
11 pages past where we were just looking.

12 Do you see number 3.53, Rawal  
13 Construction having an unsecured claim in the  
14 amount of \$254,000?

15 A. Um-hum.

16 Q. What was this claim for?

17 A. I will check. I don't remember.

18 Q. Do you know when it was incurred?

19 A. I will check into it. I have to --  
20 I don't remember.

21 Q. Is Rawal Construction an insider or  
22 affiliate of either debtor?

23 A. No, it's a -- it's not an insider.  
24 It's not a -- everything's at arm's length.  
25 It's a separate entity owned by somebody

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

166

1 S. Chaudhary

2 else, ex-employee.

3 Q. I'd like to direct your attention  
4 again to Exhibit 1, this time Schedule H,  
5 page 1, and that's going to be buried in that  
6 document, so I'll give you a moment to find  
7 it.

8 MS. FITZGERALD: You said H, David,  
9 "Your Codebtors"?

10 MR. KOZLOWSKI: Yeah.

11 THE WITNESS: Okay.

12 BY MR. KOZLOWSKI:

13 Q. Do you see Soundbit Dam, Inc. is  
14 listed as a co-debtor and that's, in other  
15 words, a co-obligor --

16 A. Um-hum.

17 Q. -- on the debt owed to Rosenthal?

18 A. Yes.

19 Q. Is Soundbit Dam, Inc. a -- an  
20 affiliate or related company of either  
21 debtor?

22 A. It's -- I don't know what to say.  
23 It was a -- when I started first into the  
24 bitcoin mining, this company was formed, and  
25 I discussed with Rosenthal to just put

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

167

1 S. Chaudhary  
2 everything in there. And this company  
3 never --

4 (Reporter clarification.)

5 THE WITNESS: Basically bitcoin  
6 mining concept.

7 MR. WOFSE: Concept?

8 THE WITNESS: Yeah.

9 A. And never did anything. But I had  
10 a discussion with Rosenthal, so they just put  
11 the name in there, but it never did anything.  
12 It's closed down. No collection, no nothing,  
13 no bank account, so it's meaningless.

14 BY MR. KOZLOWSKI:

15 Q. Who owned the company?

16 A. I owned.

17 Q. 100 percent?

18 A. I think so.

19 Q. Does it have any assets?

20 A. No.

21 Q. Let me go back -- I apologize -- to  
22 Rawal for a moment.

23 A. Um-hum.

24 Q. Does Elite or you share in any of  
25 the profits from Rawal Construction?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

168

1 S. Chaudhary

2 A. No profits.

3 Q. I'm not asking whether there are  
4 any.

5 A. No.

6 Q. If there are, does -- does either  
7 debtor or you share in those profits?

8 A. No.

9 Q. Does Rawal actually perform the  
10 maintenance services you've described --

11 A. Yes.

12 Q. -- or do they subcontract those  
13 out?

14 A. No, they're sole employees, and  
15 then pay their payroll, insurance and  
16 everything. We just pay them enough to keep  
17 our services going. There's an idea to  
18 remove any liability if the construction  
19 workers go on Elite payroll, some accident,  
20 this and that. So that's the only reason  
21 doing it.

22 Q. Let me move to -- back to Exhibit  
23 3. Do you see Soundview Technologies?

24 A. Yes.

25 Q. And that's a single member LLC

1 S. Chaudhary

2 owned entirely by you?

3 A. Yes.

4 Q. Let me go back to Schedule 1. I'm  
5 going to search, because this is going to be  
6 easier to find it for everybody and direct  
7 you. Soundview Technologies, if you go to  
8 Schedule E/F, page 11 of 14.

9 MS. FITZGERALD: 11 of 14, we're  
10 there.

11 BY MR. KOZLOWSKI:

12 Q. All right. Sound -- it has here  
13 Soundview Technologies. Is Soundview  
14 Technologies the same as Soundview  
15 Technologies LLC, as listed on Exhibit 3?

16 A. Yes.

17 Q. And Soundview Technologies also has  
18 two claims. I'm going to start with 3.62.  
19 This one is a claim for \$12,000 and it says  
20 the basis is "Accounts Payable - Technical  
21 Services Contracts." Do you see that?

22 A. Yes.

23 Q. I think you previously testified  
24 that Soundview Technologies is the entity  
25 that owns the software that various companies

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

170

1 S. Chaudhary

2 license and that Debtor Elite uses?

3 A. Yes.

4 Q. Is this 12,000 claim for technical  
5 services contract related to that software?

6 A. Yes.

7 Q. Is there an actual services  
8 contract?

9 A. Probably is. I'll go take a look.

10 RQ MR. KOZLOWSKI: All right. I call  
11 for the production of that document.

12 THE WITNESS: Okay.

13 BY MR. KOZLOWSKI:

14 Q. And how much does Debtor Elite pay  
15 for use of this software per month?

16 A. It has -- let me just think. One  
17 second.

18 Q. Take your time.

19 A. What we have done is, on Elite's  
20 side, I -- this is a -- I will look at the  
21 contract. Now, the current arrangement we  
22 have is because Elite's work is quite a bit  
23 of work, ongoing on a day basis. And rather  
24 than make it on a profit basis, we, the  
25 employees -- the workers -- this is a staff

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

171

1 S. Chaudhary  
2 which works on Elite work. They are on  
3 Elite's payroll. And they basically chose --  
4 Elite doesn't pay anything to Soundview, but  
5 pays those employees directly, and they just  
6 perform late work. And they're ever on call  
7 24/7 to maintain the software.

8 Q. So Elite does not pay Soundview,  
9 but it pays for employees that provide  
10 services to Soundview?

11 A. Correct, to Elite. Services to  
12 Elite.

13 Q. And those are Elite employees?

14 A. Those are Elite employees, yeah.

15 Q. Is there any barter agreement, any  
16 kind of written agreement that says something  
17 along the lines of Soundview allows or  
18 licenses its software to Elite and, in  
19 exchange, Elite provides its employees for  
20 use as needed by Soundview?

21 A. There's no agreement, but that's  
22 what it is.

23 Q. In that case, how can there be  
24 \$12,000 accounts payable for a technical  
25 services contract?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

172

1 S. Chaudhary

2 A. I can find out what it is.

3 Q. Who would know that?

4 A. I will speak to Mr. Shamshad.

5 Q. And then, right above that, we have  
6 3.61, and it's another intercompany loan, and  
7 this time Soundview is asserting a claim of  
8 \$329,950.90. Do you see that?

9 A. Yeah.

10 Q. Did Soundview Technologies loan  
11 that amount to Debtor Elite?

12 A. It should have.

13 Q. Who negotiated that loan on behalf  
14 of Debtor Elite?

15 A. Could be me.

16 Q. Who negotiated that loan for  
17 Soundview Technologies?

18 A. I.

19 Q. Did an attorney represent either  
20 party?

21 A. No.

22 Q. Is there a loan agreement?

23 A. No.

24 Q. Apart from checks, is there any  
25 other documentation of this loan?

1 S. Chaudhary

2 A. No.

3 Q. Would this loan be documented in  
4 the general ledger?

5 A. That's where it came from.

6 Q. Is that a "yes"?

7 A. Yes.

8 Q. Where is Soundview Technologies'  
9 office?

10 A. 37th -- it's part of a space used  
11 by Soundview Broadcasting.

12 Q. Has there been any change in  
13 ownership to Soundview Technologies since it  
14 was founded?

15 A. No.

16 Q. Does Soundview Technologies share a  
17 bank account with either debtor?

18 A. No.

19 Q. An investment account?

20 A. No.

21 Q. Credit card account?

22 A. No.

23 MR. WOFSE: David, can we pause for  
24 a bathroom break?

25 MR. KOZLOWSKI: Of course. Why

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

174

1 S. Chaudhary

2 don't we take five. We'll reconvene at

3 3:10. Does that work?

4 MR. WOFSE: Yeah.

5 (Recess taken.)

6 MR. KOZLOWSKI: Tami, we can go  
7 back on.

8 BY MR. KOZLOWSKI:

9 Q. All right. I'm going to ask you  
10 about a company called Global Sat  
11 Entertainment or Global Satellite  
12 Entertainment. Are you familiar with this  
13 company?

14 A. Yes.

15 Q. Is this company affiliated with  
16 either debtor?

17 A. No.

18 Q. Does it share common ownership with  
19 either debtor?

20 A. I'm 50 percent owner of it.

21 Q. Does either debtor have any  
22 dealings with this company?

23 A. No.

24 Q. Has either debtor dealt with this  
25 company in the past?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

175

1 S. Chaudhary

2 A. No.

3 Q. What does Global Sat Entertainment  
4 do?

5 A. It's just like Soundview. It has  
6 licenses to a couple of Indian TV channels,  
7 movies. It's not an operation together. It  
8 does -- it specifically has a license to two  
9 Indian TV channels which are licensed to Dish  
10 Network. It gets revenue, pays expenses.  
11 That's it.

12 Q. Is it profitable?

13 A. Yes.

14 Q. Has it ever made a loan to either  
15 debtor?

16 A. I don't think so.

17 Q. Has it ever received a loan from  
18 either debtor?

19 A. No.

20 Q. Does it share any kind of bank  
21 accounts with either debtor?

22 A. No.

23 Q. Does it have any written or oral  
24 contracts with either debtor?

25 A. No.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

176

1 S. Chaudhary

2 Q. There's a company called Soundview  
3 Africa. Are you familiar with this company?

4 A. Yes.

5 Q. Is this company affiliated with  
6 either debtor?

7 A. No.

8 Q. Does it share common ownership with  
9 either debtor?

10 A. No.

11 Q. Do you own any portion of this  
12 company?

13 A. It's owned by one of my -- my  
14 family trust, 40 percent.

15 Q. Owned 40 percent by your family  
16 trust?

17 A. Yes.

18 Q. Who owns the other 60 percent?

19 A. A gentleman named Yves Bollanga,  
20 B-O-L-L-A-N-G-A.

21 Q. Is he related to you?

22 A. No.

23 Q. Who is the other 50 percent owner  
24 of Global Sat Entertainment?

25 A. A gentleman named Adris, A-D-R-I-S,

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

177

1 S. Chaudhary  
2 Chakraborty, C-H-A-K-R -- K-O-R-B-R-A-T-I. I  
3 may be misspelling it.

4 Q. Understood.

5 BY MR. KOZLOWSKI:

6 Q. Does Soundview Africa have any  
7 dealings with either of the debtors?

8 A. No.

9 Q. Has either debtor loaned money to  
10 Soundview Africa?

11 A. No.

12 Q. Received money from Soundview  
13 Africa?

14 A. No.

15 Q. Dealt with Soundview Africa in any  
16 capacity in the past?

17 A. No.

18 Q. Let's talk about Royal Dispatch  
19 Services.

20 A. Okay.

21 Q. I'll pull up Exhibit 3 again. I  
22 believe Royal Dispatch is on here at number  
23 8. Do you see that?

24 A. I'll find it.

25 Q. I can share the screen.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

178

1 S. Chaudhary

2 A. Yeah, I got it.

3 Q. And it is listed as an S Corp.?

4 A. Yes.

5 Q. What's your understanding of what  
6 an S Corp. is?

7 A. It's an account where the --  
8 where basically it's like a -- treated like a  
9 partnership. You know, it's all the taxes go  
10 to the shareholders.

11 Q. Okay. And in this case, Royal  
12 Dispatch Services is owned 50 percent by Ann  
13 Chaudhary and 50 percent by Vita Ozen,  
14 correct?

15 A. Correct.

16 Q. And Ann Chaudhary is your daughter,  
17 right?

18 A. Yes.

19 Q. Who is Vita Ozen?

20 A. Vita Ozen is the wife of Turgut  
21 Ozen, who basically started Royal Dispatch.  
22 He had just passed away last year. So he  
23 owned Royal Dispatch, which owned New York  
24 Black Car.

25 Q. Are you related to Vita Ozen in any

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
179

1 S. Chaudhary

2 way?

3 A. No.

4 Q. I'm going to go to Exhibit 2 and  
5 find the right place. Give me a moment.

6 Exhibit 2, Schedule E/F, page 2 of 3.

7 MS. FITZGERALD: Yes. Okay, we're  
8 there.

9 BY MR. KOZLOWSKI:

10 Q. This is the schedule of unsecured  
11 claims against Debtor DSS. Do you see claim  
12 3.8?

13 A. 3.8, yes.

14 Q. Royal Dispatch Services, Inc.?

15 A. Yes.

16 Q. And it's a claim for \$30,869.46,  
17 correct?

18 A. Yes.

19 Q. And the basis is listed as "Profit  
20 share."

21 A. Yes.

22 Q. What is this claim for?

23 A. We basically -- DSS operates the  
24 business of Royal Dispatch, taking their  
25 calls, dispatching, billing, paying,



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

180

1 S. Chaudhary  
2 collection. And they do not have any --  
3 other than the owners, they don't have any  
4 employees. Basically the Elite runs the  
5 whole operation and shares the profit margin  
6 after paying the driver on a 50/50 basis.

7 So at any time period for the less  
8 than last month, there would be some funds  
9 owed. This was the status at that time.  
10 It's an ongoing relationship. It got paid  
11 down. Right now, it may be paid down. It  
12 may be paid down 10, 20 for the weeks or two  
13 weeks. But it's an ongoing operation.

14 Q. Where is Royal Dispatch's office?

15 A. Royal Dispatch doesn't have an  
16 office. It's basically a -- DSS operates its  
17 business. We just have mailing -- we have a  
18 mailing address, that's it.

19 Q. What's its mailing address?

20 A. Gale Avenue.

21 Q. That's the same space as Debtor  
22 Elite?

23 A. Yes.

24 Q. And as DSS?

25 A. Correct.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

181

1 S. Chaudhary

2 Q. And does it pay or otherwise  
3 compensate either debtor for use of that  
4 space, even simply as a mailing address?

5 A. No.

6 Q. Is there any documentation between  
7 either debtor and Royal Elite (sic) regarding  
8 the use of this space?

9 A. No.

10 Q. Does Royal -- I'm sorry. I called  
11 it Royal Elite. I meant Royal Dispatch.  
12 Let's clear that up.

13 Does Royal Dispatch have its own  
14 phone number?

15 A. Yes.

16 Q. Does Royal Dispatch have its own  
17 email address?

18 A. Yes.

19 Q. Does it have its own Website?

20 A. Yes. Actually everything under  
21 nyblackcar. It's a D -- nyblackcar is d/b/a  
22 of Royal Dispatch.

23 Q. Nyblackcar is a d/b/a of Royal  
24 Dispatch?

25 A. Correct. So all businesses get

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
182

1 S. Chaudhary

2 done in the end by blackcar.

3 Q. Does Royal Dispatch have its own  
4 bank account?

5 A. Yes.

6 Q. And it maintains its own books and  
7 records and --

8 A. Yes.

9 Q. Has there been any change in  
10 ownership since it was founded?

11 A. Royal Dispatch?

12 Q. Yes.

13 A. I guess there has been a few. It  
14 goes back 10, 15 years. I became associated  
15 with it in 2017. There were two partners,  
16 Vita Ozen and a -- and a lady, Ann Aracri.  
17 They were partners. The business was  
18 actually done by -- you know, was being done  
19 by the husbands. Like Vita's husband was  
20 Turgut and Ann Aracri's husband was Joe. Joe  
21 sold his share to Ann. And they basically  
22 also hired Elite as a -- Elite as an  
23 outsourcing vendor where they outsourced out  
24 the operations.

25 And rather than Elite doing it

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
183

1 S. Chaudhary  
2 directly, just to keep the accounting  
3 straight, we run everything into DSS. So Joe  
4 sold about 2018, I believe. So prior to  
5 that -- I don't know the changes prior to  
6 that.

7 Q. And just to clarify, Ann Aracri is  
8 Joe's wife?

9 A. Joe Aracri's wife. And Joe and  
10 Turgut were partners.

11 Q. And then when Joe sold in 2018 --  
12 you said Joe sold to Ann in 2018. That's Ann  
13 Chaudhary?

14 A. Exactly, yeah.

15 Q. Okay. That's -- I want to make  
16 sure that that's --

17 A. Ann Aracri to Ann Chaudhary. Ann  
18 Aracri to Ann Chaudhary.

19 Q. Got it. Does either debtor provide  
20 any direction or instruction to Royal  
21 Dispatch?

22 A. No.

23 Q. Is there a contract between Royal  
24 Dispatch and DSS?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

184

1 S. Chaudhary

2 Q. And that's a written contract?

3 A. Yes.

4 RQ MR. KOZLOWSKI: All right. I call  
5 for the production of that document.

6 THE WITNESS: Okay.

7 BY MR. KOZLOWSKI:

8 Q. Was Royal Dispatch represented by  
9 counsel in connection with that contract?

10 A. I think so.

11 Q. Was DSS?

12 A. Yes.

13 Q. Who negotiated that on behalf of  
14 DSS?

15 A. I negotiated.

16 Q. I'm sorry. Can you say that again?

17 A. I.

18 Q. You did?

19 A. On behalf of DSS, I negotiated.

20 Q. And on behalf of Royal Dispatch,  
21 who negotiated?

22 A. Joe.

23 Q. So this contract -- withdrawn.

24 Did this contract predate Ann  
25 Chaudhary's purchase --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
185

1 S. Chaudhary

2 A. I think so.

3 Q. -- of the company?

4 A. I think so.

5 Q. Is Royal Dispatch paid by DSS or by  
6 Debtor Elite?

7 A. By DSS.

8 Q. Does DSS get its money directly  
9 from the customers, or does it -- does the  
10 money first go through Debtor Elite?

11 A. No, it comes directly to DSS.

12 Q. Does Royal Dispatch have its own  
13 bank account?

14 A. Yes.

15 Q. Does DSS have its own bank account?

16 A. Yes.

17 Q. Has Royal Dispatch borrowed money  
18 from either debtor?

19 A. I don't think so.

20 Q. Has Royal Dispatch loaned money to  
21 either debtor?

22 A. No. Well, the transaction between  
23 DSS and Royal Dispatch, we went over -- we  
24 discussed back and forth. On an ongoing  
25 basis, DSS pays Royal for the profit sharing.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
186

1 S. Chaudhary

2 Q. Does Royal Dispatch share any  
3 resources or equipment with DSS or Debtor  
4 Elite?

5 A. Repeat the question again, please.

6 Q. Does Royal Dispatch share any  
7 resources with DSS?

8 A. No.

9 Q. Does Royal Dispatch share any  
10 resources with Debtor Elite?

11 A. No.

12 Q. Does it share any equipment with  
13 either debtor?

14 A. No.

15 Q. Does the services that Royal  
16 Dispatch provides require a base license?

17 A. Yes.

18 Q. Does Royal Dispatch use its own  
19 base license?

20 A. It has a base license, and it's all  
21 mixed up. I'm not sure. You know, they  
22 get -- TLC used to have a distinction, but  
23 not anymore. Any -- any dispatch base can  
24 dispatch for anybody else. So right now it's  
25 basically mixed, so -- but it has a license,

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
187

1 S. Chaudhary  
2 and some cars are licensed in its own name.  
3 Sometimes Elite drivers do the same work,  
4 whoever has the cars available, but it has  
5 its own license.

6 Q. So Royal Dispatch has its own  
7 license --

8 A. Yes.

9 Q. -- but occasionally -- or, I don't  
10 know, often -- how often does an Elite driver  
11 drive a job for Royal Dispatch on Elite's  
12 base license?

13 A. Well, after COVID -- before COVID,  
14 everything was separate. After COVID, to  
15 save expenses on both sides, we -- since  
16 Elite is providing the services anyway, there  
17 was no reason to keep separate -- keep -- I'm  
18 sorry. Since Elite provides Elite to DSS,  
19 provides their services anyway, there was no  
20 reason manning two separate dispatch  
21 stations, two separate bank of call takers.  
22 So we combined many of the operations, we  
23 just keep track that this business belongs to  
24 Royal Dispatch and with Black Car, and this  
25 business belongs to Elite.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

188

1 S. Chaudhary

2 So we just keep track of that where  
3 it doesn't matter whose driver covers it, as  
4 long as you get the revenue based on your  
5 customers.

6 Q. Is Royal Dispatch profitable?

7 A. Yes.

8 Q. Does the debtor share any bank  
9 accounts with Royal Dispatch?

10 A. No. Elite doesn't -- not  
11 dispatch -- yeah, okay. Sorry. Both of them  
12 don't.

13 Q. Neither does.

14 Does DSS share any investment  
15 accounts with Royal Dispatch?

16 A. No.

17 Q. Does Debtor Elite?

18 A. No.

19 Q. How about credit card accounts for  
20 either debtor?

21 A. No.

22 MR. WOFSE: And David, it's Adam.  
23 I'll simply interject: To the extent  
24 that he knows, because he's not the  
25 owner operator of Royal, so --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
189

1 S. Chaudhary

2 MR. KOZLOWSKI: That -- that's  
3 fair. And I'm -- I'm going to stop  
4 asking about Royal at the moment.

5 BY MR. KOZLOWSKI:

6 Q. Does DSS have an ownership interest  
7 in any other entity?

8 A. No.

9 Q. When you were considering  
10 bankruptcy for the two debtors, were any of  
11 the other companies that we discussed today  
12 considered for filing as a possible  
13 co-debtor?

14 A. I didn't -- I did not consider.

15 Q. So, to be clear, when bankruptcy  
16 was presented as an option, however it came  
17 up, you thought Elite and DSS were the  
18 candidates for bankruptcy and no other  
19 entity; is that right?

20 A. We were the entities who were  
21 behind on the New York State sales tax, and  
22 they basically forced us into bankruptcy.  
23 They revoked our sales -- sales tax  
24 authority. Without that, we couldn't  
25 operate. We would have liked to not file

1 S. Chaudhary

2 Chapter 11. I think Elite would have been --  
3 is still a viable business, and we were just  
4 forced into it.

5 MR. WOFSE: And David, the same  
6 objection, whether any affiliate was  
7 considering bankruptcy.

8 MR. KOZLOWSKI: Fair.

9 BY MR. KOZLOWSKI:

10 Q. Are there any other companies that  
11 are insiders or affiliates of either debtor  
12 that we've not discussed today?

13 A. I don't know of.

14 Q. Who would know?

15 A. I mean, it doesn't come to my mind,  
16 what I'm saying. No. The answer is no.

17 MR. KOZLOWSKI: Give me 15 seconds,  
18 if you don't mind.

19 (Brief interruption.)

20 BY MR. KOZLOWSKI:

21 Q. The two debtors share office space?

22 A. Yes.

23 Q. Is there a written agreement  
24 between them concerning the office space?

25 A. DSS doesn't have any employees.

1 S. Chaudhary

2 It's an Elite-owned entity and operation is  
3 done by Elite. Elite gets the profit share.  
4 We're just a pass-through entity. There's  
5 nothing there. It's just to keep accounting  
6 straight, that's all.

7 Q. So DSS and the debtor are  
8 essentially the same entity, just one entity,  
9 DSS was formed solely for accounting  
10 purposes?

11 A. Of accounting for -- for Royal  
12 Dispatch and the Black Car, to run that  
13 business. And Elite's books reflect Elite's  
14 business. And DSS books reflect Royal  
15 Dispatch's business. And the profit made  
16 goes -- flows back to Elite, and 50 percent  
17 goes to our dispatch.

18 Q. When you say DSS has no employees,  
19 if somebody called -- called up looking to  
20 speak to somebody for DSS, who's answering  
21 the phones? Is that a -- just an Elite  
22 employee and then they're just passing --

23 A. Elite employees, yes.

24 Q. So DSS essentially, to the extent  
25 it ever needs employees, it does end up using

1 S. Chaudhary

2 Elite employees?

3 A. Yes.

4 Q. And the offices are the Gale Avenue  
5 property that we've discussed already,  
6 correct?

7 A. Correct.

8 Q. How long have the debtors been at  
9 that premises?

10 A. Since 1992.

11 Q. Is that when they were founded?

12 A. No. I founded -- Elite was founded  
13 in 1986, and I built the building in 1992.  
14 That's when I moved.

15 Q. I'd like to talk a little bit about  
16 the First Corporate Sedan deal. I'll refer  
17 to First Corporate Sedans as "FCS."

18 A. Okay.

19 Q. In 2017, did Debtor Elite acquire  
20 the assets of FCS?

21 A. Yes.

22 Q. Does FCS currently exist?

23 A. No.

24 Q. Did it close as a result of the  
25 acquisition?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
193

1 S. Chaudhary

2 A. Yes.

3 Q. Who owned FCS in 2017 before Debtor  
4 Elite's acquisition?

5 A. Guy Ben-Zion and Amir Ben-Zion, two  
6 brothers.

7 Q. Did Debtor Elite acquire FCS's  
8 intellectual property? And in that I'm  
9 including any patents, trademarks, trade  
10 names, copyrights, Websites, domain names,  
11 social media accounts, anything along those  
12 lines.

13 A. Yes, all the assets.

14 Q. Does it still maintain those?

15 A. No.

16 Q. What did it do with them?

17 A. They expired. They were useless  
18 basically.

19 Q. The name First Corporate Sedan  
20 didn't have any marketplace value?

21 A. Not really. All these names are  
22 very generic, including Elite.

23 Q. Was Debtor Elite represented by  
24 counsel in the acquisition?

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
194

1 S. Chaudhary

2 Q. Who was that?

3 A. I believe, Allen Perlstein.

4 Q. Do you know what firm he's with?

5 A. It's a difficult name. Harfenist  
6 Kraut & Perlstein.

7 Q. Did you conduct an independent  
8 investigation of FCS?

9 A. No. We -- we were limited to  
10 the -- to the extent the document provided by  
11 them and by their consultant. We -- to the  
12 extent we could do. We did not do an audit  
13 or anything, but this kind of a document, I  
14 read them.

15 (Reporter clarification.)

16 A. I read the documents and read  
17 through the documents, verified the accounts,  
18 their customers, saw their offices, saw their  
19 dispatch and checked with the TLC how many  
20 drivers they had, but did not do a deep  
21 audit.

22 BY MR. KOZLOWSKI:

23 Q. Who was their consultant?

24 A. I'm forgetting the name. Last name  
25 was Cohen. First name is not coming to me.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

195

1 S. Chaudhary

2 I can relate later.

3 Q. What documents did they provide  
4 that you said you reviewed?

5 A. Their -- their accounts  
6 receivables, their driver list, their  
7 financial statement, what they had, and  
8 current internally prepared documents, and  
9 that's it basically.

10 Q. Do you recall if anybody told you  
11 that you had a duty to do due diligence on  
12 behalf of Debtor Elite before the purchase?

13 A. Yes, we did, to the extent we knew  
14 how much to do.

15 Q. Does Debtor Elite have a loan  
16 agreement with Rosenthal?

17 A. Yes.

18 Q. When did it enter into the  
19 agreement with Rosenthal?

20 A. At acquisition time.

21 Q. What was the benefit of entering  
22 into the agreement with Rosenthal?

23 A. They financed the whole  
24 transaction.

25 Q. I'm sorry. They financed the whole



1 S. Chaudhary

2 transaction?

3 A. The acquisition, yeah.

4 Q. Was other financing -- were other  
5 financing options explored?

6 A. Nobody would have financed.

7 Q. Do you know that because you looked  
8 around and nobody was willing?

9 A. Well, nobody -- they owed a lot of  
10 money to Rosenthal, and which was built up  
11 over the years. And the company was losing  
12 money. And at that time it looked like it  
13 was the thing to do it. It was before COVID.  
14 They had a 20, \$22 million business with 200  
15 vehicles, a lot of good customers. And so we  
16 made the decision to do it.

17 And then, in reality, we may have  
18 overpaid in the sense that there was no  
19 negotiation in the sense that FCS owner did  
20 not get any money. We just ended up assuming  
21 all the debt. Why going into it at a high  
22 price? Which, as I said, I may have overpaid  
23 because Elite itself was under pressure  
24 because of 2014 and entry of Uber into the  
25 industry. Every week -- every car company in

1 S. Chaudhary  
2 the city basically was cut down in half in  
3 two or three years. In 2014 we had 525 cars.  
4 By 2017, we are down to about 300, and so was  
5 FCS. And we were not -- we wouldn't have  
6 survived alone, standing alone. And  
7 definitely if we had stayed there -- if COVID  
8 had hit yet, we would have been in worse  
9 trouble, not that we are not in trouble now.

10 I mean, it was a decision at that  
11 time to cut the deal, and numbers looked good  
12 that we can -- with high volume and not too  
13 much increase in overhead, we will be okay.

14 And I think things were not too bad  
15 until COVID hit. And then the rates went up.  
16 So it's a factor, as I said -- it's a  
17 multiple factor. It wasn't a one-day event.  
18 It's a -- it's a -- 2008 financial crisis.  
19 Then came the Uber. And then came the COVID.  
20 So all decisions look bad now. But, you  
21 know, Monday morning.

22 Q. But at the time of the acquisition,  
23 FCS was losing money; is that what you said?

24 A. Yeah, they had a \$20 million  
25 business, yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
198

1 S. Chaudhary

2 Q. And I don't -- and, I apologize, I  
3 don't think I got a clear yes or no.

4 Did the debtor -- did Debtor Elite  
5 seek or receive any other offers for  
6 financing at that time?

7 A. Well, knowing that industry,  
8 knowing the business, I knew nobody would  
9 finance it.

10 Q. I understand you're saying that you  
11 knew, but did you shop around, test the  
12 market and seek any other offers for  
13 financing, or did you not?

14 A. I don't remember. I -- no, I don't  
15 think so. Since the finances was going to be  
16 available, I did not look any further.

17 Q. Did Debtor Elite employ either of  
18 the Ben-Zions after the acquisition?

19 A. That was part of the deal. We --  
20 we hired Guy Ben-Zion.

21 Q. Guy Ben-Zion, okay. What role did  
22 Guy serve in?

23 A. Basically customer services, client  
24 relationships, bringing new -- new accounts.

25 Q. What were his duties, interacting

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

199

1 S. Chaudhary  
2 with customers and something along those  
3 lines?

4 A. Yes.

5 Q. What was his salary?

6 A. It was total about -- I don't know  
7 the exact number. About \$200,000, in that  
8 range, 220.

9 Q. Did he have -- withdrawn.

10 As a result of the acquisition by  
11 Debtor Elite, did Guy Ben-Zion come into  
12 ownership of any equity in Debtor Elite?

13 A. No.

14 Q. Is Guy Ben-Zion still with Debtor  
15 Elite?

16 A. Only -- not on the payroll anymore  
17 since COVID. We had to cut expenses, so he's  
18 basically on a -- just a retainer. He's not  
19 on the payroll anymore, but on a -- on a  
20 contract basis just maintains some of the  
21 customer relations, not a full-time employee.

22 Q. Does he get paid for any contract  
23 work?

24 A. I think he gets about \$1600 a  
25 month.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
200

1 S. Chaudhary

2 Q. Is there an actual agreement with  
3 him, a written agreement?

4 A. No, we just negotiate on the phone  
5 after -- during COVID.

6 Q. Do you know if Guy Ben-Zion works  
7 for any affiliate or related companies of the  
8 debtors?

9 A. No.

10 Q. Does Guy Ben-Zion -- if you know,  
11 in your capacity as representative of the  
12 debtors, does Guy Ben-Zion work for any other  
13 black car companies?

14 A. Not that I know of.

15 Q. Did you discover fraud in the FCS  
16 books?

17 A. Yes.

18 Q. Was this before or after the  
19 acquisition?

20 A. After.

21 Q. How did you become aware of the  
22 fraud?

23 A. Well, we had some accounts  
24 receivable. There was an amount which  
25 accumulated about \$825,000. And we have --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
201

1 S. Chaudhary  
2 after a few months we realized that money  
3 isn't there, and so we questioned them and,  
4 "What is this?" They explained to me what it  
5 was, and that was basically a fraud to keep  
6 their borrowing base higher so they could  
7 keep borrowing money from Rosenthal.

8 And so we brought it to the  
9 attention of Rosenthal. They understood,  
10 they agreed --

11 (Reporter clarification.)

12 A. So we brought it to the attention  
13 of Rosenthal that, "Listen, that this AR,  
14 which we assumed and we are paying you for  
15 it, isn't there." And we didn't get any  
16 break from them. They said, "You assumed it,  
17 you know, it's your responsibility." And  
18 there was no personal guarantee on those  
19 things from Guy, so we could not sue them.  
20 And so we just had to eat it.

21 Q. How long after the acquisition was  
22 the fraud discovered?

23 A. About three months, four months.

24 Q. And how soon after discovering it  
25 did you raise it with Rosenthal?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
202

1 S. Chaudhary

2 A. Immediately.

3 Q. And you also immediately raised it  
4 with the Ben-Zions?

5 A. Yes.

6 Q. And did you ever seek to recover  
7 the money from the Ben-Zions?

8 A. No. Since there were no -- I don't  
9 know. Since there were no personal guarantee  
10 of the accuracy of the documents, I didn't do  
11 it.

12 Q. Did you consult a lawyer about the  
13 fraud?

14 A. I don't remember.

15 Q. What was the amount of the fraud?

16 A. About 825,000.

17 Q. That's 8-2-5?

18 A. Yes.

19 Q. But you don't recall if you spoke  
20 with a lawyer about what rights Elite may  
21 have?

22 A. I don't remember.

23 Q. We talked about Debtor Elite  
24 lending money to affiliate companies earlier.  
25 Was any money loaned to any affiliate while

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
203

1 S. Chaudhary  
2 Debtor Elite had the outstanding obligation  
3 to Rosenthal?

4 A. Yes.

5 Q. Would that be most of it --  
6 withdrawn.

7 MR. KOZLOWSKI: Can we -- can we  
8 take five?

9 MR. WOFSE: Yeah.

10 THE WITNESS: Sure.

11 (Recess taken.)

12 MR. KOZLOWSKI: We can go back on.

13 BY MR. KOZLOWSKI:

14 Q. So help me understand this fraud a  
15 little bit better. The -- there were --  
16 well, can you describe it again? What --  
17 what was happening in the books with the  
18 receivables?

19 A. What they were doing was, to the  
20 best of my recollection, let's say you bill  
21 somebody on a credit card, okay? And when  
22 you bill on the credit card, let's say you  
23 bill \$100. You're only going to collect less  
24 than \$97, right? The 3 percent fees or  
25 whatever.



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
204

1 S. Chaudhary

2 So they were not counting those \$3  
3 as a discount on the sale. They kept the  
4 sale at \$100, rather than reducing it down to  
5 \$97, giving credit. So that, over the years,  
6 just slowly and slowly built up.

7 Q. When you say "they," who?

8 A. Yes, FCS.

9 Q. Who at FCS was doing this?

10 A. Guy and his financial guy, Elon.  
11 Elon -- I forgot his last name.

12 Q. Was -- we know that Guy was hired  
13 by Elite. Was the -- the other person hired  
14 by Elite as well?

15 A. Yes.

16 Q. The financial person?

17 A. Yes.

18 Q. How soon after the acquisition did  
19 you say you discovered the fraud?

20 A. About four months.

21 Q. And were Guy and the financial  
22 person still working at Elite after you  
23 discovered the fraud?

24 A. Yes.

25 Q. And they were working there before

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
205

1 S. Chaudhary  
2 you discovered the fraud as well?

3 A. Yes.

4 Q. How long did Guy -- well, how long  
5 did the financial person remain employed at  
6 Elite?

7 A. Until COVID.

8 Q. The sale was in 2017. Do you mean  
9 early 2020, when the shutdown happened?

10 A. Yes.

11 Q. So making sure I understand the  
12 chronology, you purchased FCS. About four  
13 months later, you discovered fraud in the  
14 books. You immediately raised the fraud with  
15 Rosenthal and you raised it with Guy, who's  
16 an employee of Elite.

17 Did you raise it with the  
18 accounting person as well?

19 A. Yes.

20 Q. So you raised it with both of them,  
21 and then they still remained employees for  
22 the next two-plus years?

23 A. Yes.

24 Q. If you knew that they committed  
25 fraud, why did you permit them to stay as

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
206

1 S. Chaudhary

2 employees?

3 A. I have to protect the \$20 million  
4 business which we acquired, because they have  
5 the relationships. Trying to collect that  
6 money, I don't want to get in bigger losses.

7 Q. Did that factor into why you didn't  
8 consult with an attorney?

9 A. Possibly.

10 Q. Did it ever cross your mind to sue  
11 Guy Ben-Zion or this financial person?

12 A. Again, either I lose their  
13 employees and risk the rest of the business  
14 trying to collect that, so that's why I  
15 didn't do anything.

16 Q. Were there any other former  
17 employees of FCS that came to work for Elite?

18 A. Yeah, there were a few in the  
19 dispatch room. There was one salesperson.  
20 But over time, they all have gone, except for  
21 Pamela Willet, who's a salesperson.

22 Q. Were any of them involved in the  
23 fraud?

24 A. No.

25 Q. Do you have a directors and

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
207

1 S. Chaudhary

2 officers insurance policy?

3 A. No.

4 Q. Did you, at any point in the past  
5 six years?

6 A. No.

7 Q. I'm going to move on to -- I'm  
8 going to move back to Exhibit 1, share the  
9 screen, and then let me find what I'm looking  
10 for.

11 Let me ask one more thing about the  
12 FCS deal. You say you didn't have a  
13 directors and officers policy. Did Rosenthal  
14 ever ask you to get one or require you to get  
15 one?

16 A. No.

17 Q. It never came up?

18 A. No.

19 Q. All right. Let me find where I'm  
20 going here. All right. I'm going to look at  
21 some of the transfers that were made in the  
22 90 days before bankruptcy and for insiders  
23 the one year before bankruptcy.

24 And I want to start with -- I'm  
25 going to start on page 2 of Official Form

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
208

1 S. Chaudhary  
2 207, Statement of Financial Affairs, page 60  
3 of 77 of the PDF, if you can see it on the  
4 screen. Did you find that?

5 A. Yes.

6 Q. Okay. So here we've got -- if you  
7 can see 3.5 and 3.6. There was about  
8 \$334,000 going to American Express in the 90  
9 days before bankruptcy.

10 A. Yes.

11 Q. What are these transfers in  
12 connection with?

13 A. These are -- when our  
14 vendors outside the -- outside New York --  
15 New York Tri-state area, let's say L.A.,  
16 San Francisco, when they do our work, when  
17 they service our customers, these are -- most  
18 of them were payments. We pay them. They  
19 charge us on the credit card.

20 Q. So this was credit cards?

21 A. Yes.

22 Q. Okay. And the credit card is  
23 primarily to pay the out-of-state black cars  
24 that --

25 A. Yes.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
209

1 S. Chaudhary

2 Q. -- do jobs for you?

3 A. Some of them we try to convince  
4 them to go by ACH, but a lot of them want  
5 to -- you know, want to run the credit card,  
6 so that's what it is.

7 Q. Okay. Going forward to the next  
8 page, there is BankDirect Capital Financing,  
9 \$15,920. What does this represent?

10 A. That is on the lease payments on  
11 some equipment. I don't know which one it  
12 is. Could be a -- computer equipment. Could  
13 be -- I think it could be insurance finance  
14 and lease -- excess policy payment financed.

15 Q. Does either debtor do its banking  
16 with BankDirect Capital Finance?

17 A. No, no. That's -- basically either  
18 they finance the premium, insurance premium  
19 financing, or some other corporate financing.

20 Q. Moving down a couple to 3.11  
21 Cardworks, what is this?

22 A. Cardworks is they -- all the  
23 customers will pay us by -- they're really  
24 credit card fees. Our customers pay by  
25 credit card. These are -- you know, this is

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

210

1 S. Chaudhary  
2 their fees, 3 percent, 4 percent, whatever it  
3 is.

4 Q. Next, at 3.13, I see that we  
5 have -- that's Ann, your daughter, correct?

6 A. Yeah.

7 Q. And I see that that -- this 9,900  
8 is included in Section 4, so we won't talk  
9 about that here.

10 See right below that is you, and  
11 you're also included in Section 4, so we'll  
12 pause on that.

13 A few pages down, page 7 of this  
14 section, we have Rawal Construction, 18,950  
15 for "Maintenance services."

16 A. Yes.

17 Q. Do you know if Rawal received any  
18 amounts in excess of this over the full-year  
19 period?

20 A. Sorry, I don't understand the  
21 question. This is for what period? This is  
22 for 90 days or for full year? I'm not sure.

23 Q. 3.39, the 18,950 for Rawal --

24 A. Yes.

25 Q. -- was the 90 days before

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

211

1 S. Chaudhary

2 bankruptcy.

3 A. So you can see --

4 Q. Rawal is not included in the next  
5 section, which covers the one-year period  
6 before bankruptcy. And I understand you -- I  
7 understand your position that you stated  
8 earlier was that Rawal is not an insider.

9 A. Um-hum.

10 Q. And, you know, that is not for us  
11 to determine today. I'm just asking: To the  
12 best of your knowledge, were there any  
13 payments in excess of this 18,950 paid to  
14 Rawal in the balance of that one-year period?

15 A. I don't know about one year, but  
16 this is 90-day period, yes. No. The  
17 remaining periods they should have been.  
18 They would be.

19 Q. 3.40, we have Bank United, service  
20 charge of \$15,000. What service is that?

21 A. That's the bank, the bank fees.

22 Q. All right. Bear with me. 3.51,  
23 it's on page 9 is Valley National Bank,  
24 \$18,000, "Unsecured loan repayments." Can  
25 you explain that?



1 S. Chaudhary

2 A. My life insurance. I have a loan  
3 there with time to time I've taken it, put  
4 money into Elite, and this is basically the  
5 interest on that.

6 Q. Are there any credit cards, apart  
7 from the American Express, that the company  
8 has that -- I'm sorry -- that either debtor  
9 has?

10 A. No, nothing specific.

11 Q. Okay. We'll move to the next  
12 section, which is Section 4. It begins on  
13 page 9, but the information really starts  
14 beginning on page 10, and these are the  
15 transfers made by Debtor Elite within the  
16 year before filing that went to or benefited  
17 an insider.

18 These -- let me start with Astoria  
19 Motors, received \$22,000. It says "Amex cost  
20 allocation and driver radio payment."

21 What is "Amex cost allocation"?

22 A. I don't know.

23 Q. Which company -- which debtor holds  
24 the AmEx credit card account?

25 A. Elite.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
213

1 S. Chaudhary

2 Q. Who pays the AmEx credit card bill?

3 A. Elite.

4 Q. We know from what you said earlier  
5 that it used to pay out-of-town vendors who  
6 provide rides to Elite customers. What else  
7 is it used for?

8 A. There were two -- there were two  
9 cards. One was exclusively to pay the  
10 vendors, outside vendors, and the other one  
11 basically to pay miscellaneous charges for,  
12 you know, whatever some --

13 Q. Who else is -- I'm sorry. Go  
14 ahead. I thought you were through.

15 A. No. Because we -- you know, some  
16 charges where they don't accept checks, you  
17 got to pay payment by -- could be DMV, could  
18 be, you know, licensing, the TLC, whatever  
19 you're going to pay the card, some other  
20 fees, some tolls, miscellaneous.

21 Q. Who else is obligated on the -- on  
22 the debt to the credit card company; is it  
23 only Elite?

24 A. Only Elite.

25 Q. Does Debtor Elite receive a

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

214

1 S. Chaudhary  
2 contribution from any other related entities?

3 A. They may have paid something to  
4 Astoria Motors on their part, on Astoria  
5 Motors' part, some fees. You know, sometimes  
6 they help them with their vehicles, getting  
7 plates on certain things, for services, they  
8 have been reimbursed them.

9 Q. So it's possible that Debtor Elite  
10 used its American Express card to pay Astoria  
11 Motors' obligations?

12 A. It happens sometimes. And then  
13 Astoria Motors reimburses them.

14 Q. That happens sometimes?

15 A. That happens.

16 Q. And --

17 A. It happened both ways sometimes.

18 Q. And if we can look toward the  
19 bottom of the page, 4.11, Soundview  
20 Technologies has "Loan repay and Amex cost  
21 allocation."

22 A. Yes.

23 Q. Same thing?

24 A. Same thing.

25 Q. So Debtor Elite sometimes pays

1 S. Chaudhary  
2 Soundview Technologies' obligations using the  
3 Debtor Elite credit card?

4 A. Yes.

5 Q. Does either debtor -- I've asked  
6 you if either debtor holds any other credit  
7 card accounts, I believe. But let me just  
8 ask again, because I don't recall.

9 Are there any other credit card  
10 accounts held by either debtor?

11 A. Only two cards.

12 Q. And those are the two AmEx cards?

13 A. Yeah. AmEx cards, yes.

14 Q. Are any other companies or  
15 individuals authorized to use those cards?

16 A. Yeah, sometimes they use it -- they  
17 have used it and they reimburse it.

18 Q. Which other companies?

19 A. Could be Astoria Motors, Elite  
20 Coach.

21 Q. Could it be others of the  
22 affiliated companies as well?

23 A. Not really. They don't have that  
24 many transactions.

25 Q. Under Citilease, "4.8, Citilease

1 S. Chaudhary  
2 LLC," we have Citilease receiving \$88,000 in  
3 the year before the bankruptcy as "Payment  
4 for vehicle leases deducted from driver  
5 compensation; paid on behalf of drivers."

6 Do you see that?

7 A. Yes.

8 Q. Can you explain that?

9 A. I think that's self-explanatory,  
10 explained previously. They take the money  
11 out of the drivers' checks when they owe on  
12 the leases, because some drivers cannot  
13 arrange a lease for themselves, whatever  
14 their carriage issue. So to help them out,  
15 we arrange a lease, and the Citilease -- and  
16 they pay Citilease, then Citilease pays the  
17 loans.

18 (Reporter clarification.)

19 THE WITNESS: Citilease would  
20 arrange a loan, and then that driver  
21 would pay Citilease, and Citi would --  
22 Citilease would pay the loan to the  
23 bank.

24 MR. KOZLOWSKI: Thank you,  
25 Mr. Chaudhary.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

217

1 S. Chaudhary

2 BY MR. KOZLOWSKI:

3 Q. Looking at Elite Coach, Inc., 4.9,  
4 "Affiliate provides coach bus services for  
5 Debtor's customers, payment for services  
6 rendered." Do you see that?

7 A. Yes.

8 Q. I may have misunderstood. I  
9 thought that Debtor Elite was compensated by  
10 Elite Coach for referring business to Elite  
11 Coach, but here it looks like Debtor Elite  
12 has actually paid Elite Coach \$23,000.

13 A. Well, let's say -- this is giving  
14 you -- an example would be: Let's say Elite  
15 referred \$25,000 of business to Elite Coach.  
16 We'll take out 10 percent and the driver  
17 would pay 22,500, and we would pay Elite  
18 Coach. So they take the 10 percent, pay the  
19 balance, because Elite has -- Elite Coach is  
20 the vendor. They have to pay the buses, the  
21 insurance, the gas, the diesel, the drivers.  
22 So Elite would keep its cut and pay the  
23 balance.

24 Q. I see. I think I see. So --

25 A. And Elite would bill that to -- get

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
218

1 S. Chaudhary  
2 the 25 from the customer, keep their 20 -- 25  
3 and pay the 22 to Elite -- to Elite Coach.

4 Q. So let me -- let me see if I  
5 understand this, and you just tell me if I'm  
6 right or correct me if I'm wrong.

7 This \$23,201.47 represents the  
8 amount that -- that Debtor Elite collected,  
9 net of its fee or cost or whatever it takes  
10 out?

11 A. Correct.

12 Q. Elite RE Corp., \$183,351.90 for  
13 "Loan repayment and for Rawal building  
14 management." Do you see that one?

15 A. Yes.

16 Q. How much of this is attributable to  
17 Rawal?

18 A. I don't know. Very little -- I  
19 don't know, but we can check on that.

20 Q. Why is Debtor Elite paying Elite RE  
21 in this instance instead of making direct  
22 payments to Rawal?

23 A. I don't know the answer. Maybe  
24 it's wrong, but I don't know the answer at  
25 this moment.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

219

1 S. Chaudhary

2 Q. Is Debtor Elite obligated on any  
3 building management that Rawal -- services  
4 that Rawal provides to Elite RE?

5 A. Could you say that question,  
6 please.

7 Q. Does Rawal building management --  
8 I'm sorry. Does Rawal provide building  
9 management services to Elite RE?

10 A. Elite RE and the Elite building  
11 both -- and the Elite building, where the  
12 lease offices are, you know, both.

13 Q. And is Elite RE responsible to pay  
14 Rawal for the building management services?

15 A. Yes.

16 Q. And is Debtor Elite also  
17 responsible to pay Rawal for those building  
18 management services?

19 A. Yes, a certain amount is  
20 apportioned to -- to Elite. And a certain  
21 amount, based on the availability, Elite RE  
22 pays also.

23 Q. And is that based on a contract  
24 with Rawal?

25 A. No. Whatever the things needed for



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024

220

1 S. Chaudhary  
2 the building, you know, let's say you need  
3 fire extinguishers, you need supplies. Based  
4 on the need, we just look at the bills, pay  
5 those bills and do the payroll for the -- for  
6 the people -- the handyman, for the cleaning  
7 guys, supplies, bathroom supplies.

8 Q. But Debtor Elite doesn't own the  
9 building, correct?

10 A. Well, Debtor Elite -- which  
11 building are we talking about?

12 Q. The building that Elite RE has  
13 managed by Rawal.

14 A. Yes, it doesn't own it -- doesn't  
15 own it directly, but indirectly, yes.

16 Q. And Debtor Elite doesn't lease that  
17 space either, right?

18 A. Well, at one time it did, because  
19 there were some computers, stuff. A lot of  
20 servers were located there. There still are  
21 some storage offsite for -- for emergency  
22 purposes, for disaster recovery purposes. We  
23 have several located at the 37th Avenue  
24 building. There are costs there.

25 (Reporter clarification.)

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
221

1 S. Chaudhary

2 THE WITNESS: Servers. Computer  
3 servers and storage computers at the  
4 Elite RE facility -- yes, the Elite RE  
5 facility.

6 BY MR. KOZLOWSKI:

7 Q. Does Debtor Elite have a lease  
8 agreement with Elite RE?

9 A. I'm not sure we -- I'm not sure we  
10 have that. But we have a lot of files stored  
11 there at storage. So it was very informal.  
12 A lot of, you know, equipment, old computers.  
13 Actually working servers are there in case of  
14 disasters, we can back up in case that  
15 happened. We have -- at one time, we had a  
16 lot of equipment, less so now.

17 RQ MR. KOZLOWSKI: I call for the  
18 production of that lease.

19 THE WITNESS: Okay. I'll see if we  
20 can find it.

21 BY MR. KOZLOWSKI:

22 Q. And does -- does Debtor Elite still  
23 lease space from Elite RE?

24 A. We still have some equipment  
25 there -- some chairs, some furniture stored

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
222

1 S. Chaudhary

2 there.

3 Q. Is it your position that Elite --  
4 I'm sorry -- that Debtor Elite compensates  
5 Elite RE for the use of space at that  
6 facility by paying a portion of the Rawal  
7 management fee?

8 A. Yes. And also maintenance work at  
9 Elite -- the building occupied by Elite --  
10 you know, the bathrooms, plumbing, electrical  
11 work, whatever they can do, we pay them.

12 Q. Do you see 4.12, Soundview DAM?

13 A. Yes.

14 Q. Soundview DAM received 132 --  
15 almost \$133,000 in the year before  
16 bankruptcy. There's no description. Do you  
17 see that?

18 A. Yes.

19 Q. What was this for?

20 A. I don't know the description, but  
21 money was sent there against -- on -- you  
22 know, on my account with Elite -- the money  
23 I -- Elite owes me, I put into Elite.

24 Q. So this 100 -- almost 133,000  
25 represents money that you personally put into

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
223

1 S. Chaudhary

2 Elite and had Elite transfer to Soundview  
3 DAM?

4 A. No, the money -- money on account  
5 with Elite, not that I transferred  
6 specifically that amount and then that amount  
7 got transferred, no. Basically on account.

8 Q. What do you mean by "money on  
9 account"?

10 A. "On account" means if Elite owes me  
11 a million dollars and they send this money,  
12 basically they owe me money and I get money  
13 on account basically.

14 Q. And Elite might owe you that  
15 million dollars because you've made capital  
16 contributions to Elite over time?

17 A. Not capital contribution, loans.

18 Q. And these loans are documented?

19 A. Well, if I paid the money, yeah,  
20 they're documented by check and/or by  
21 transfer.

22 Q. Do you have any loan agreements?

23 A. No.

24 Q. I'm going to go up to some of these  
25 individuals. You've got Anjum Chaudhary.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
224

1 S. Chaudhary

2 And it says -- it says "Relative of  
3 President." How are you related?

4 A. He's my nephew.

5 Q. What's his role with debtors?

6 A. He's a driver.

7 Q. Did he receive driving jobs on a  
8 first come, first served basis, or was he  
9 ever given priority over other drivers?

10 A. Both.

11 Q. Was he given priority because of  
12 his relationship with you?

13 A. No. They had started the company  
14 with me from day one. They employed a lot of  
15 resources in the beginning, and that was a  
16 part of the understanding, that they could  
17 get some jobs.

18 Actually, when we had the repair  
19 shop, they ran -- they managed the repair  
20 shop almost two, three years for -- without  
21 any salary. They would drive in the evening,  
22 work there during the day, so -- and also  
23 when Elite started, when there was no  
24 business, they started from there.

25 Q. And I was talking about Anjum in

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
225

1 S. Chaudhary

2 particular, but you're saying "they."

3 A. Anjum and Farhat.

4 Q. And Farhat, all right. And so  
5 Farhat, is he also a nephew?

6 A. Yes.

7 Q. And your answers are essentially  
8 the same for both of them?

9 A. Correct.

10 Q. And 4.4, Ann received 47,554 for  
11 pay. Ann works for --

12 A. Elite, yes.

13 Q. I don't know why I was under the  
14 impression that Ann worked for the other  
15 debtor, DSS.

16 A. She owns that. She --

17 Q. Oh, maybe that's what I was  
18 thinking. Thank you.

19 What is her position at Debtor  
20 Elite?

21 A. Marketing. We just finished a 9W  
22 Website. She has been working on that,  
23 basically on the marketing side.

24 Q. Then we have Salah Chaudhary, your  
25 nephew. "Driver payment, payroll and expense

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
226

1 S. Chaudhary  
2 reimbursement," \$251,000. So how much for  
3 each of those categories?

4 A. I don't know the breakdown, but  
5 he's on -- he also -- he's a dispatching  
6 manager in the -- sometimes he -- well, in  
7 the evenings he works also. There's one  
8 special client he handles who basically pays  
9 a lot of money.

10 Q. And -- I'm sorry to interrupt, but  
11 when you say "in the evenings he works also,"  
12 you mean as a driver?

13 A. Yes.

14 Q. Okay. Continue. Thank you.

15 A. Okay. He managed the dispatch room  
16 since day one -- not day one, for almost 10,  
17 15 years. And yes, he's my nephew also.

18 Q. And Zain Chaudhary, also your  
19 nephew?

20 A. Yes, same.

21 Q. Right.

22 A. He's also on the payroll. Did  
23 customer/driver relations, basically  
24 inspections, driver issues. He's also a  
25 full-time employee. Lately, for the last --

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
227

1 S. Chaudhary  
2 since filing, they're basically on a reduced  
3 payroll, half payroll. We'll work more. We  
4 don't have the money, so we are managing. I  
5 am spending more time. But basically  
6 dispatch -- Salah is dispatching manager and  
7 Zain is a driver relations manager.

8 Q. And let me go to you. You're 4.6  
9 here. You received 372,000 in the year  
10 before bankruptcy for "Bi-weekly Salary,  
11 Guarantee fee, and loan interest." So --

12 A. Yes.

13 Q. -- let's start with: What was your  
14 annual salary?

15 A. My annual salary, about -- around  
16 200,000, a little less.

17 Q. What is a "guarantee fee"?

18 A. A guarantee fee was basically part  
19 of my salary. It was a -- rather than on the  
20 payroll, this was paid separately and we call  
21 it a "guarantee fee" because I personally  
22 guaranteed all the loans everywhere, put all  
23 my assets at risk.

24 MR. WOFSE: I can maybe help. This  
25 is like a draw?



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
228

1 S. Chaudhary

2 THE WITNESS: Yeah, a draw. Yeah,  
3 basically part of my draw, you can say.

4 BY MR. KOZLOWSKI:

5 Q. And what is your loan interest?

6 A. Well, on some part of the loan I  
7 was getting an interest.

8 Q. What was that interest based on?

9 A. Based on whatever balance showed on  
10 the books. I don't know the number offhand.

11 Q. What percentage interest rate was  
12 that?

13 A. I think it was 6 or 9, something  
14 like that. I don't know the number.

15 Q. How did you determine that interest  
16 rate?

17 A. Based on whatever I think is  
18 available.

19 Q. None of this is documented,  
20 correct?

21 A. No.

22 Q. No, I'm incorrect and it is  
23 documented; or no, it is not documented?

24 A. No, it's not.

25 Q. What portion of this 372,000

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
229

1 S. Chaudhary

2 represents the guarantee fee?

3 A. It's probably about 18,000  
4 something.

5 Q. And how much of it is loan  
6 interest?

7 A. Maybe 50,000.

8 MR. KOZLOWSKI: I'll move on past  
9 this. I don't have much more. I know  
10 we're pushing up against 5:00. Is  
11 everyone okay if we run a little over?  
12 I'll try to make it quick.

13 THE WITNESS: I'm okay. Go ahead.

14 BY MR. KOZLOWSKI:

15 Q. All right. Are there any payments  
16 to insiders that -- that were not included in  
17 this schedule?

18 A. Everything is here.

19 Q. I'm going to ask you -- I'm going  
20 to give you names of companies who appeared  
21 in -- in earlier -- I'm sorry -- that  
22 appeared in earlier schedules, this schedule  
23 of 90-day payments.

24 A. Um-hum.

25 Q. I'm just going to ask you, for each

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
230

1 S. Chaudhary  
2 of them, if the company is an affiliate or  
3 shares common ownership with either of the  
4 debtors.

5 A. Okay.

6 Q. Do you understand? Okay.

7 All City Limousine?

8 A. That's a vendor of -- Elite vendor  
9 outside the city.

10 Q. Alliance Limousine, Inc.?

11 A. A vendor in L.A.

12 Q. Apex Limo SD?

13 A. Same thing, a vendor in San Diego.

14 Q. Chabe, C-H-A-B-E, Limo Services?

15 A. Exactly the same thing, a vendor.

16 Q. Elite Cars U.K.?

17 A. That's a vendor in London.

18 Q. No relation to any of the Elite  
19 entities here?

20 A. No relation. He happens to be my  
21 nephew, but he runs his own company there in  
22 London, and our customers travel there and we  
23 bill them and we pay him.

24 Q. Executive Las Vegas?

25 A. Exactly that's a company in Las

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
231

1 S. Chaudhary

2 Vegas. He's a vendor.

3 Q. Global Alliance?

4 A. They're all the same. Same.

5 Q. GSL Limousines Corp.?

6 A. Same thing.

7 Q. JB Transportation?

8 A. Same.

9 Q. Onyx Limousine & Shuttle?

10 A. Same.

11 Q. Pouya Transport? That's P-O-U-Y-A.

12 A. Yeah, same.

13 Q. Sam's Limo?

14 A. Same.

15 Q. Skyline Limo Service?

16 A. Same.

17 Q. Smith Limousine?

18 A. Same.

19 Q. Tata Limo Service, T-A-T-A?

20 A. Same, in Miami.

21 Q. The Universal Limo?

22 A. Same.

23 Q. TSU Global?

24 A. Same thing.

25 Q. Vega Transportation?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
232

1 S. Chaudhary

2 A. Yeah, this is a local in New York.  
3 They get -- they provide us wheelchair  
4 transportation.

5 Q. All right. I'm going to run  
6 through a variety of different funds,  
7 programs and accounts that have come up as  
8 we've -- as the committee has conducted our  
9 initial investigation of the debtors here.

10 So are you -- are you familiar with  
11 something called the -- the long-term savings  
12 plan?

13 A. Yes.

14 Q. What is it?

15 A. It was a plan, a saving plan for  
16 the drivers, started on the request of the  
17 drivers. I don't remember the date. Quite  
18 some time back. The drivers saved mostly \$1  
19 per voucher per ride, and we basically  
20 created a -- an account for them, okay? How  
21 much money received from each drivers.

22 And in the beginning, until things  
23 got bad, we used to match it \$1 for \$1, we  
24 would contribute towards their saving. And  
25 we accumulated. And then when -- when it

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
233

1 S. Chaudhary  
2 finally grew up to the tune of \$4 million  
3 something, that money was used by Elite, with  
4 their permission, with their understanding,  
5 basically, say, like a loan to Elite.

6 Elite would maintain the records.  
7 And when -- and Elite did the matching for  
8 quite some time. When Uber came to the -- to  
9 the market in 2014, drivers got scared that  
10 we don't know Elite is going to survive, is  
11 it going to survive. So they said we want to  
12 get our money paid.

13 So we, of course, could not pay it  
14 in one shot. We started paying them, like,  
15 \$10 -- one time it was \$20 a month, then 10 a  
16 month. So we started paying them. And over  
17 the time, based on the cash -- availability  
18 of cash, we kept paying them until COVID hit.  
19 You know, then we had to stop.

20 And then things really never  
21 recovered properly. Even before filing, we  
22 are paying a little bit to all of them,  
23 whoever left. So I think right now the  
24 balance is about 1.2 million. We have paid  
25 about more than 3 million paid back. So

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
234

1 S. Chaudhary  
2 there was a saving for the drivers, and it  
3 was with Elite. It was not a separate  
4 account. It was with Elite, and we owe them  
5 the money.

6 Q. Okay. So this wasn't held in a  
7 segregated account; is that what you just  
8 said?

9 A. No.

10 Q. Is there any agreement documenting  
11 the long-term savings plan?

12 A. No.

13 Q. And you -- does Elite still engage  
14 in the savings plan or no longer?

15 A. No longer. It was shut down  
16 after -- I mean, quite some time back, I  
17 think four or five years back. We just --  
18 during that period, we've just been paying.

19 Q. And how much on account of this  
20 does Debtor Elite owe?

21 A. I don't know exactly. I think the  
22 balance is like 1.3 million or 4 million, in  
23 that range.

24 Q. Are you familiar with something  
25 called the "Drivers' Savings Fund"?

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
235

1 S. Chaudhary

2 A. That's what it is, the same thing.

3 Q. That's the same thing. So the  
4 Long-Term Savings Plan and the Drivers'  
5 Savings Fund are the same?

6 A. Yeah.

7 Q. Are you familiar with the New York  
8 Black Car Injury Compensation Fund, also  
9 called the Black Car Fund?

10 A. Yes.

11 Q. And what is the Black Car Fund?

12 A. Well, it is -- to make it very  
13 simple, it is just like a sales tax. It  
14 belongs to the drivers. This is a surcharge  
15 which is charged to the customers and paid to  
16 the Black Car Fund, which is a State -- State  
17 fund to pay for drivers' Workers'  
18 Compensation.

19 Q. And do you currently -- are you  
20 currently involved in this program?

21 A. Yes.

22 Q. And are you up-to-date with  
23 payments?

24 A. Well, just like we fell behind  
25 during COVID on sale -- State sales tax, we



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
236

1 S. Chaudhary  
2 fell behind here also. Since the filing, we  
3 are current on the -- on the current  
4 payments.

5 Q. This money was -- you said not --  
6 not the driver's money?

7 A. No, it had nothing to do with the  
8 driver. This is a surcharge, just like sales  
9 tax. It's surcharged to the customer. This  
10 is a surcharge to the customer, a separate  
11 item.

12 Q. Was it Elite's money?

13 A. No, it's customer's -- it's not  
14 Elite's money. It's a surcharge which we  
15 collect based on a state law, just like --  
16 it's just like a sales tax. It's not Elite's  
17 money. It's State's money. And similarly  
18 this fund is Black Car Fund's money.

19 Q. Are you familiar with something  
20 called the "Drivers' Death Fund"?

21 A. Yes.

22 Q. What was the Drivers' Death Fund?

23 A. The Death Fund was that -- the dead  
24 (sic) can retire, you know, the driver here a  
25 long time. Some of them start getting old

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
237

1 S. Chaudhary  
2 and dying. So what would happen is a driver  
3 would -- let's say somebody dies and they  
4 would put a box on the first floor so  
5 everybody can contribute something.

6 So they collect the money and pay  
7 to the driver's family. Sometimes the driver  
8 would have cash. They say, "Okay, charge me  
9 in my -- on Elite's NYCR'S fund and charge  
10 me, like, \$10 a week and pay them \$100 or  
11 \$50."

12 So we did that. And, later on,  
13 drivers came with a proposal that we should  
14 charge all drivers maybe \$1 or \$2 a week and  
15 build up a fund to 10, 15, \$20,000. If  
16 somebody dies, we pay them. So we collected,  
17 you know -- I mean, for quite some time we  
18 collected. And we would always stop, let's  
19 say, if we had \$30,000 collected, we would  
20 stop because we don't need any -- any  
21 additional funds. So let's say we pay out  
22 somebody and then we need more funds, we  
23 restart it. So this was the drivers' fund --  
24 that fund.

25 Q. Does either of the debtors still

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
238

1 S. Chaudhary

2 engage in or maintain this program?

3 A. Well, it was only for Elite, Elite  
4 drivers. And I don't think we are doing -- I  
5 don't know the answer. I don't think we are  
6 doing it anymore. We may be. I don't know  
7 the answer.

8 Q. Are any amounts currently being  
9 held on account of the Drivers' Death Fund?

10 A. Yes, I think there may be some  
11 amounts held.

12 Q. Were these funds segregated?

13 A. No, nothing was ever segregated.

14 Q. Was there a contract or agreement  
15 underlying the Drivers' Death Fund?

16 A. No.

17 Q. Are you familiar with something  
18 called the "FCS Drivers' Security Deposit  
19 Fund"?

20 A. Yes.

21 Q. And what was that?

22 A. Drivers had some of their security  
23 deposit at FCS. So when we acquired it,  
24 those were transferred to us and basically we  
25 held them. And eventually, as the drivers

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
239

1 S. Chaudhary  
2 left or whenever they wanted, they were paid  
3 back. They are paid out. Whatever we  
4 received got paid out.

5 Q. So all amounts have -- have been  
6 squared away?

7 A. Yes.

8 Q. There are no FCS drivers saying  
9 that -- making accusations that Elite is  
10 holding any --

11 A. A lot of BS. A lot of BS. They  
12 all have been paid.

13 Q. So there are -- there are  
14 accusations, but you obviously disagree with  
15 them; is that correct?

16 A. Deny. Deny totally. We have  
17 proofs. You know, we have proofs.

18 Q. Do you have -- do you have  
19 documents that show how much you received and  
20 how much was paid?

21 A. Yes. Taxes paid and everything.  
22 Of course.

23 RQ MR. KOZLOWSKI: Okay. I'll call  
24 for the production of those documents as  
25 well.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
240

1 S. Chaudhary

2 BY MR. KOZLOWSKI:

3 Q. Are you familiar with something  
4 called the "Voucher Savings Plan"?

5 A. That's the same thing as LTSP.  
6 Same thing.

7 Q. So the FCS Drivers' Security  
8 Deposit Fund and the Voucher Savings Plan are  
9 the same?

10 A. Well, again, right now you're only  
11 talking about FCS, right?

12 Q. Yeah, I suppose. I mean, if you're  
13 telling me that's all it applied to.

14 A. Well, if they had some savings,  
15 they have not part of LTSP. If they were  
16 transferred to us, they were -- actually,  
17 they were all paid up at that time, soon  
18 after the acquisition.

19 Q. So, wait, the Voucher Savings  
20 Plan --

21 A. Voucher Saving -- if you say  
22 Voucher Saving Plan, that does not relate to  
23 FCS. It only relates to Elite. And that is  
24 the same Drivers' Saving Plan, a Long-Term  
25 Saving Plan under the TLC, it's the same

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
241

1 S. Chaudhary

2 thing.

3 Q. I misunderstood what you said. So  
4 Long-Term Savings Plan, Drivers' Savings Fund  
5 and Voucher Savings Plan all refer to the  
6 same program?

7 A. Same thing, yes.

8 Q. Thank you. That clears that up.

9 A. And it has nothing to do with FCS.

10 MR. KOZLOWSKI: I'm going to -- I'd  
11 like to introduce the exhibit marked as  
12 5 into evidence.

13 (Creditors' Exhibit 5, Transcript  
14 of meeting, marked for identification as  
15 of this date.)

16 MR. KOZLOWSKI: We are in the  
17 homestretch here, I promise.

18 THE WITNESS: 5 o'clock, Exhibit 5.

19 MS. FITZGERALD: David, what is 5?  
20 I don't think I have that.

21 MR. KOZLOWSKI: 5 is the --

22 THE WITNESS: The deposition.

23 MR. KOZLOWSKI: It wasn't a  
24 deposition.

25 THE WITNESS: No, not a deposition,

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
242

1 S. Chaudhary

2 no.

3 MS. FITZGERALD: It was a meeting.

4 THE WITNESS: Transcript.

5 MR. KOZLOWSKI: Transcription of  
6 something.

7 BY MR. KOZLOWSKI:

8 Q. But why don't you tell me what this  
9 is.

10 A. Well, when we acquired FCS, in  
11 order to familiarize every drivers who wanted  
12 to join, we had a meeting just after the  
13 closing, a week after the closing, maybe 10  
14 days after the closing. And before the --  
15 before the merging of the operations, we had  
16 a meeting at Marriott LaGuardia. About 200  
17 drivers were present.

18 And since I have some TV business,  
19 we decided, for no reason, just to record the  
20 meeting, where it was going to be meeting,  
21 you know, question/answer, whatsoever. So we  
22 decided to do a video shooting.

23 And it came in handy, because later  
24 on with those FCS drivers, whatever their  
25 reason for being unhappy, whatever the

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
243

1 S. Chaudhary

2 reason, they made all of those accusations in  
3 the lawsuit that we did that, we didn't tell  
4 them anything, nothing was explained, this  
5 and that and everything, that we were forced  
6 to join, you know. So we, of course, are  
7 doing that. Then we transcribed -- you  
8 know -- you know, when the lawsuit started,  
9 it was transcribed. So this is what the  
10 document is, basically part of my speech.

11 Q. Thank you for that.

12 I'm going to go to page 31. And  
13 since you may not have it there --

14 MS. FITZGERALD: We have one,  
15 David.

16 MR. WOFSE: I have it.

17 MR. KOZLOWSKI: Okay.

18 BY MR. KOZLOWSKI:

19 Q. There's language, you say, "We  
20 created a fund called Sunshine Fund because  
21 one thing -- I want to give you my feeling  
22 about the fines in the industry."

23 A. Yeah.

24 Q. And then, on the next page, you go  
25 on to say [as read]: So anybody did anything



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
244

1 S. Chaudhary  
2 wrong, we fine them big, minimum of 250 to  
3 500. And you say [as read]: We made a  
4 separate fund. The money goes into that  
5 fund. It doesn't come to Elite. And from  
6 there, we help drivers for loans, then pay  
7 back with some extra monies, some interest.  
8 Okay? And if driver lost some voucher for  
9 any reason whatsoever that he should have  
10 been paid, no-show, but the customer doesn't  
11 want to pay. I don't want Elite to pay.  
12 That money came out of the fund. So it  
13 served its purpose. It's still healthy and  
14 continues to service its customers. So any  
15 fine, they go into that.

16 So this raises something called the  
17 Sunshine Fund. And I think I get a sense of  
18 what the Sunshine Fund is, but can you give  
19 me a brief description of what it is and what  
20 it was for?

21 A. I think it states very clearly, we  
22 did not want to take the money and keep it.  
23 This was for the drivers' benefit, loans,  
24 some repairs. Sometimes they didn't get paid  
25 for something, some waiting time, the

1 S. Chaudhary  
2 customer refused or some no-show, the  
3 customer refused. Then we paid them out of  
4 there.

5 So loans, a car breakdown,  
6 insurance down payment, car down payment, and  
7 so -- and some -- mostly we collected. You  
8 know, if we loan out the money to that, but  
9 we'll collect it. Most time, you know, we --  
10 90 percent, we collect the money.

11 But over time, some drivers  
12 leave -- drivers leave and we have no way of  
13 collecting it. Sometimes we lose, but mostly  
14 we collect it. And basically kept using for  
15 the drivers' benefits.

16 Q. Is this a program that's still  
17 ongoing at either of the debtors?

18 A. The program is -- actually the  
19 money stays in Elite. It did not -- it was  
20 not segregated. We just made an accounting  
21 of it. And I can't remember who we paid, you  
22 know, who we collected.

23 So -- and lately, the last maybe  
24 four, five years, especially during COVID and  
25 even before that, the fines have been going

1 S. Chaudhary  
2 down. Actually, we haven't been fining much.  
3 We'd rather just admonish them, and a lot of  
4 times we do the fine and we tell the drivers,  
5 "Okay, if you behave for six months, a year,  
6 we pay you back."

7 Okay. So these days I would like  
8 to, but we cannot be too strict because  
9 there's too much competition, not enough  
10 drivers. And they have the easy option of  
11 going to Uber. So we said, we do the best we  
12 can, but over the last five years there were  
13 very few fines collected.

14 So whatever the previous ones, the  
15 program is staying in effect, but not to that  
16 extent the way it was. We have a lot more  
17 cars, a lot more companies. And also we  
18 have, you know, a system that changed with  
19 the complaints have been less and less by --  
20 just by training, not that many complaints.  
21 When you're new, you know, and a lot of  
22 drivers, there are more complaints. So  
23 that's what it is. It's there, but not  
24 really active.

25 Q. So here when you say, "We made a

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
247

1 S. Chaudhary  
2 separate fund. The money goes into that  
3 fund. It doesn't come to Elite," was --

4 A. I mean, Elite doesn't benefit from  
5 it. Basically, the money is not for Elite.  
6 It is accounted for that purpose only, but  
7 it's not segregated, if that's what you're  
8 trying to ask.

9 Q. All right. I'm going to stay with  
10 this exhibit for just a couple more  
11 questions.

12 A. Sure.

13 Q. Go to page 5. On page 5 here,  
14 you -- you're talking about the state of  
15 affairs in the business leading up to this,  
16 essentially that there's ups and downs. And  
17 you say here [as read]: I thank God, I've  
18 been lucky. I was in Long Island City. I  
19 had made some investments, so I had some  
20 associates do the deals. Otherwise, this  
21 business, the last few years, I put in  
22 4 million into my business to survive.

23 What do you mean by "I had made  
24 some investments"?

25 A. Well, investment means, you know,

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
248

1 S. Chaudhary  
2 we built the Elite building, Gale Avenue  
3 building. I bought the 44 Drive, the  
4 Soundview RE property. And at that time --  
5 even Elite RE property, you know, it was  
6 basically, as I said, you know, it was -- I  
7 bought it \$1-1/2 million, okay, did a lot  
8 of -- put a lot of money into it. It was --  
9 we did a lot of work. A lot of money went  
10 into it, and we were hoping -- at the time it  
11 was not that bad. You know, what happened  
12 now, you know, it is still a good property,  
13 very good location. So that's what I was  
14 referring to, investments.

15 Q. Moving on to page 7, you reference  
16 a brokerage business, "Eventually I sold the  
17 brokerage because. I was just too busy. I  
18 have other businesses. Okay?"

19 A. Yeah.

20 Q. So this raises to me -- we've  
21 discussed a lot of other businesses that are  
22 either currently extant or maybe  
23 non-operational but haven't been formerly  
24 dissolved or disposed of.

25 Here there's at least a brokerage

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
249

1 S. Chaudhary  
2 business that was sold at some point in  
3 recent memory. Approximately when was that  
4 sold?

5 A. 20 years ago, 2003.

6 Q. Oh, okay. So that's a while back.

7 Have there been any other  
8 businesses that -- that you've sold or closed  
9 in the past, I'm going to say, six years?

10 A. A small entity like Lincoln  
11 Leasing, Sound Bit. Sound Bit never started.  
12 Other than that -- well, we had a car wash  
13 which was closed down. My repair shop is  
14 closed down. But that was, again, 20 years  
15 back, you know. The car wash was closed down  
16 about three, four years back, just before  
17 COVID, I believe.

18 Q. No businesses sold within the past  
19 six years, seven years?

20 A. No.

21 Q. On page 9, flip to it. You  
22 reference [as read]: Two months ago, another  
23 company, NY Black Car, they joined us.

24 NY Black Car, I think you testified  
25 earlier that NY Black Car is Royal; is that

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
250

1 S. Chaudhary

2 right?

3 A. Correct, yeah.

4 Q. Okay. So the references to  
5 "another company" is -- is the Royal deal?

6 A. Yes. So this is basically  
7 describing the limonet concept.

8 Q. So you say we're connected --  
9 "Basically we're connected by the computer so  
10 we can dispatch to each other."

11 A. Yes.

12 Q. Do Royal Dispatch riders get picked  
13 up by Elite drivers?

14 A. We discussed that. Yes. Not at  
15 that time, but now yes.

16 Q. And Elite drivers get picked up by  
17 Royal Dispatch drivers?

18 A. Yes.

19 Q. What do you hope to get out of this  
20 bankruptcy filing?

21 A. Well, I think, in spite of all the  
22 difficulties, it's a challenge, we are a --  
23 we still have a good business, good list  
24 of -- good -- I would say a very good client  
25 base.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
251

1 S. Chaudhary

2 And if this -- most of the debt is  
3 wiped out by paying off, by tendering my real  
4 estate, selling the properties. Elite can  
5 be -- of course, reducing my bankruptcy  
6 expenses, Elite will be profitable. And  
7 hopefully pay off some of the creditors to  
8 some extent, if we can.

9 And we have 50 employees. We've  
10 got 270 drivers. They have a living, I have  
11 living. You know, I can -- I think we can  
12 survive. I can make it, if my creditors let  
13 me and Rosenthal.

14 Q. I've got a couple of questions that  
15 came to me during lunch about some things  
16 that we discussed earlier. These will be  
17 fast.

18 A. Okay.

19 Q. Regarding the domain names, if you  
20 remember we talked about limousine.com,  
21 eliteny.com and limonet.net in particular.

22 Given the significant amount of  
23 debt that's owed to Rosenthal and the taxing  
24 authority, not to mention the creditors, have  
25 you had any professional analyze your assets,



1 S. Chaudhary  
2 including these domain names to determine  
3 what has value?

4 A. Eliteny.com I don't think has  
5 value. It's like any generic name you can  
6 start. Limousine.com may have some value.  
7 But if Elite has to stay in business, then  
8 these -- all these domain names are needed.  
9 Because limousine.com, we have potential to  
10 grow business in the future. We have some  
11 ideas, we have some plans, so we don't want  
12 to sell them. If we sell them, we might as  
13 well shut it down.

14 Q. How much -- how much business is  
15 generated directly attributable to the  
16 limousine.com domain?

17 A. We really have not kept our eyes on  
18 it, but we can -- right now not too much.  
19 When we do, I would say, 2 to \$3 million  
20 business to limousine.com. And we can -- if  
21 we redo the Website, do some other changes in  
22 the model, in the design, we can generate --  
23 generate value in the future.

24 We just relaunched the Elite  
25 Website, eliteny.com, Elite Website. And a

1 S. Chaudhary  
2 lot of changes. And we are, since  
3 started marketing a little bit, not fully  
4 yet, we still need to do some work. We are  
5 working on redoing our app, which has  
6 currently become old, and start marketing to  
7 get more business and hopefully survive.

8 Q. If we can go back to the -- we were  
9 talking about the radio spectrum. Do you  
10 continue to pay any license fees for that  
11 radio spectrum?

12 A. We only pay at renewal time. And,  
13 as I said, you want to take those assets, you  
14 know, anybody wants to take that asset, take  
15 it. We -- we are not running them. So by  
16 statute, if you really -- the license just  
17 came back a couple of months back. One of  
18 the licenses were due for renewal, and my  
19 lawyer asked me, "Are you operating them?"  
20 And you've got to sign the statement where  
21 are you operating them. And you can't lie,  
22 so I said "no." So if you say "no," you  
23 cannot renew it.

24 And if you're lying to maintain the  
25 license, if I lie, then I can get in trouble

1 S. Chaudhary  
2 in the future. So basically those  
3 licenses -- and the reason I have not  
4 operated them because, based on my best  
5 information, there was a value until about  
6 2006 or '07 or '08, until that.  
7 After that there has been no value.  
8 And if I had kept spending money, it was a  
9 lot of money wasted to the tune of 5 to  
10 \$10,000 a month, you know, to operate  
11 those -- operate those radio stations. It  
12 costs money. So I have never paid for them,  
13 and they are maybe under my name, but really  
14 not renewable from the FCC.

15 Q. Have you spoken with any appraisers  
16 about the value of any of these?

17 A. One of the -- one of the guys I  
18 used to talk, appraiser who was in the  
19 business of selling or trading, he passed  
20 away, you know. So there is not a good --  
21 there was actually a couple of years back, I  
22 did speak to another gentleman who did these  
23 things. I was told the same thing, this has  
24 no value.

25 I spoke to my FCC lawyer a couple

1 S. Chaudhary  
2 of months back. Same thing, there's no  
3 value, nobody needs it. Because, you know,  
4 with all the new frequencies and everybody  
5 moving to higher wavelengths where they can  
6 pack a lot of data, to higher frequencies,  
7 higher range, where they can put a lot of  
8 data, radio or this and that. Even the  
9 companies like us who used to use it, or the  
10 trucking companies, they're all right now  
11 using cell phones, data, tablets. So they  
12 are using data, they're not using these  
13 frequencies. They're much more expensive to  
14 maintain. The equipment is much more  
15 expensive. Each radio may cost me \$2,000 to  
16 put in the car, and Verizon we paid 25, \$30 a  
17 month per car, you know.

18 So economics doesn't work. It's  
19 better to let them go rather than maintain  
20 it. It's there. Anybody wants to take it,  
21 be my guest.

22 Q. Let me ask you: On a post-petition  
23 basis, so that's since the bankruptcy filing,  
24 are you in compliance -- are the debtors in  
25 compliance with all of Rosenthal's terms

1 S. Chaudhary

2 under the DIP loan?

3 A. I think so.

4 Q. Have you had any conversations with  
5 Rosenthal about terminating the debt?

6 A. No, not me directly. I haven't  
7 spoken with them lately. My attorneys speak  
8 to them.

9 MR. WOFSE: Just to correct, David,  
10 there's an acknowledged default of the  
11 DIP based on, I believe, either  
12 delinquent real estate taxes or --  
13 and/or what's the other one? The  
14 foreclosure commenced against one of the  
15 entities.

16 MR. KOZLOWSKI: That's an  
17 acknowledged default that Rosenthal knew  
18 going into --

19 MR. WOFSE: Post-petition they  
20 asked for the acknowledgment. They said  
21 they would not exercise their remedies  
22 now. I haven't heard about it in the  
23 last, let's call it, eight weeks, but we  
24 know it's out there.

25 MR. KOZLOWSKI: Did -- did

1 S. Chaudhary

2 Rosenthal -- were there any  
3 conversations where Rosenthal said they  
4 anticipated this would be cured during  
5 the debt period?

6 MR. WOFSE: There were no  
7 discussions, but I'm pretty sure the  
8 assumption is they knew that there's no  
9 money to cure those.

10 MS. FITZGERALD: The hope is always  
11 that the properties would be sold,  
12 David. Since they're both actively  
13 marketed, that would take care of the  
14 arrears.

15 MR. KOZLOWSKI: Right.

16 MR. WOFSE: Correct.

17 BY MR. KOZLOWSKI:

18 Q. All right. Mr. Chaudhary, with the  
19 exception of when counsel was present, and  
20 without disclosing any attorney-client  
21 privileges, can you describe what you did to  
22 prepare for the deposition today, if  
23 anything?

24 A. I reviewed documents last night,  
25 and that's it. Met with my attorneys

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.March 13, 2024  
258

1 S. Chaudhary

2 yesterday. They gave me the documents, and I  
3 reviewed them at night.

4 Q. Are the documents that you reviewed  
5 the five exhibits that we went through today?

6 A. Yes.

7 Q. Were there any additional documents  
8 that you reviewed?

9 A. No, that's it.

10 Q. Did you talk to anyone other than  
11 counsel about your deposition?

12 A. No.

13 MR. KOZLOWSKI: All right. I may  
14 be just about done. Can we break for  
15 two minutes, max?

16 THE WITNESS: Sure.

17 MR. KOZLOWSKI: Okay. Be right  
18 back.

19 (Recess taken.)

20 MR. KOZLOWSKI: I just have one  
21 follow-up question.

22 BY MR. KOZLOWSKI:

23 Q. In talking about the Long-Term  
24 Savings Plan or Drivers' Savings Fund,  
25 whatever we're calling it, are there any

1 S. Chaudhary  
2 documents evidencing the loan from the  
3 drivers to Elite?

4 A. I don't think so. It was a --  
5 we -- you know, we discussed with the driver.  
6 It was instituted with the drivers' input,  
7 and they were provided the balance statement  
8 every quarter when the monies were there.  
9 Other than that, nothing, you know.

10 Q. Is there someone who would know for  
11 certain whether there was a document  
12 evidencing the loan?

13 A. It's understood. We told them  
14 Elite is going to -- because when they asked  
15 for the money back, we told them, "Hey, Elite  
16 has used the money." It's a loan actually.  
17 We were paying interest on that to them.  
18 Elite was paying, so it was a loan.

19 RQ MR. KOZLOWSKI: To the extent that  
20 any documents are discovered, I'd call  
21 for their production.

22 THE WITNESS: Sure, okay.

23 MR. KOZLOWSKI: Okay. I have  
24 nothing further. I don't know if  
25 there's any questions on your end,



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
260

1 S. Chaudhary

2 Debtors' Counsel?

3 MS. FITZGERALD: Not at the moment.

4 MR. KOZLOWSKI: Then that's all

5 I've got. Thank you for your time,

6 Mr. Chaudhary. I really appreciate it.

7 THE WITNESS: Thank you.

8 MR. KOZLOWSKI: Thank you,

9 everyone, for accommodating us. Thank

10 you, Tami. We appreciate you. And I

11 hope everyone enjoys the rest of their

12 day.

13 THE WITNESS: Thank you.

14 MS. FITZGERALD: Thank you. Thank

15 you, Tami.

16 (Time noted: 5:26 p.m.)

17

18

19

20 \_\_\_\_\_  
SHAQUAT CHAUDHARY

21

22 Subscribed and sworn to before me

23 this\_\_\_\_ day of \_\_\_\_\_, 2024.

24

25 \_\_\_\_\_

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
261

C E R T I F I C A T E

STATE OF NEW YORK )

: ss.

COUNTY OF NEW YORK )

I, TAMI H. TAKAHASHI, a Notary  
Public within and for the State of New  
York, do hereby certify:

That SHAQUAT CHAUDHARY, the witness  
whose deposition is hereinbefore set  
forth, was duly sworn by me and that  
such deposition is a true record of the  
testimony given by the witness.

I further certify that I am not  
related to any of the parties to this  
action by blood or marriage, and that I  
am in no way interested in the outcome  
of this matter.

IN WITNESS WHEREOF, I have hereunto  
set my hand this 22nd day of March 2024.



TAMI H. TAKAHASHI

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
262

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14  
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----- I N D E X -----

WITNESS	EXAMINATION BY	PAGE
SHAQUAT CHAUDHARY	MR. KOZLOWSKI	5

----- INFORMATION REQUESTS -----

DIRECTIONS: (None)

RULINGS: (None)

TO BE FURNISHED: (None)

REQUESTS: 32, 40, 43, 45, 52, 53, 55, 62,  
63, 72, 79, 87, 94, 97, 101, 103, 104, 108,  
115, 146, 162, 170, 184, 221, 239, 259

MOTIONS: (None)

----- EXHIBITS -----

CREDITORS'		FOR ID.
Exhibit 1	Elite Amended Schedules	13
Exhibit 2	DSS Schedules	15
Exhibit 3	List of Affiliated Companies	57
Exhibit 4	Standard Form of Office Lease between Gale Avenue LLC and Elite Limousine Plus, Inc.	158
Exhibit 5	Transcript of meeting	241

## 1 DEPOSITION ERRATA SHEET

2  
3 Our Assignment No.: J110303764 Case Caption: In re: Elite Limousine Plus  
56 DECLARATION UNDER PENALTY OF PERJURY  
78 I declare under penalty of perjury  
9 that I have read the entire transcript of my  
10 Deposition taken in the captioned matter or  
11 the same has been read to me, and the same is  
12 true and accurate, save and except for  
13 changes and/or corrections, if any, as  
14 indicated by me on the DEPOSITION ERRATA  
15 SHEET hereof, with the understanding that I  
16 offer these changes as if still under oath.  
1718 \_\_\_\_\_  
SHAQUAT CHAUDHARY19 Subscribed and sworn to on the \_\_\_\_ day of  
20 \_\_\_\_\_, 20 \_\_\_\_ before me.  
21 \_\_\_\_\_22 Notary Public,  
23 in and for the State of  
24 \_\_\_\_\_.

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
264

DEPOSITION ERRATA SHEET

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

SIGNATURE:\_\_\_\_\_DATE:\_\_\_\_\_

SHAQUAT CHAUDHARY

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
265

DEPOSITION ERRATA SHEET

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

Page No.\_\_\_\_Line No.\_\_\_\_Change to:\_\_\_\_\_

Reason for change:\_\_\_\_\_

SIGNATURE:\_\_\_\_\_DATE:\_\_\_\_\_

SHAQUAT CHAUDHARY

**SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**

**Index: \$1..\$6**

	179:4,6		<b>\$183,351.90</b>	<b>\$30,000</b>
<b>Exhibits</b>	262:17	<b>\$</b>	218:12	237:19
	<b>11030376 Sh</b>		<b>\$2</b>	<b>\$30,869.46</b>
<b>11030376 Sh</b>	<b>aquat.</b>	<b>\$1</b>	237:14	179:16
<b>aquat.</b>	<b>Chaudhary.</b>	232:18,23	<b>\$2,000</b>	<b>\$329,950.90</b>
<b>Chaudhary.</b>	<b>EXHIBIT3</b>	237:14	255:15	172:8
<b>EXHIBIT1</b>	56:24	<b>\$1-1/2</b>	<b>\$20</b>	<b>\$332,500</b>
12:25	57:3	248:7	197:24	161:17
13:3 17:4	59:12,13,	<b>\$10</b>	206:3	<b>\$334,000</b>
24:6	16 70:19,	233:15	233:15	208:8
26:24	22 71:7	237:10	<b>\$20,000</b>	<b>\$34,864</b>
28:21	87:20,22	<b>\$10,000</b>	237:15	60:17
32:23,24	88:5,13	254:10	<b>\$200,000</b>	<b>\$4</b>
33:8,11	90:19	<b>\$100</b>	199:7	233:2
46:9,10,	91:8	18:2	<b>\$22</b>	<b>\$476,000</b>
17 47:13	94:23	203:23	196:14	117:8
53:24	106:24,25	204:4	<b>\$22,000</b>	123:17
54:20	107:8	237:10	212:19	124:11
55:2 60:9	110:11	<b>\$11,271,</b>	<b>\$23,000</b>	125:19,22
64:13	116:15	<b>736.52</b>	217:12	126:10
65:3	126:25	128:11	<b>\$23,201.47</b>	<b>\$476,874.24</b>
71:9,19,	138:23	<b>\$11.2</b>	218:7	117:8
20 75:8	140:14	134:24	<b>\$25,000</b>	<b>\$495,951.88</b>
82:4	150:4	<b>\$12,000</b>	217:15	51:13
90:23	156:25	169:19	<b>\$250,000</b>	<b>\$50</b>
95:6	164:2	171:24	37:3	34:25
106:18	168:22,23	<b>\$133,000</b>	<b>\$2500</b>	237:11
110:18	169:15	222:15	40:15	<b>\$56,000</b>
114:13	177:21	<b>\$139,000</b>	<b>\$251,000</b>	85:3
117:2	262:18	161:13	226:2	86:20
123:16	<b>11030376 Sh</b>	<b>\$15,000</b>	<b>\$254,000</b>	<b>\$56,436.62</b>
128:9	<b>aquat.</b>	211:20	165:14	83:13
139:5	<b>Chaudhary.</b>	<b>\$15,920</b>	<b>\$26,191.48</b>	<b>\$59,720</b>
152:10	<b>EXHIBIT4</b>	209:9	154:8	97:8
160:23	158:8,12	<b>\$156,661.42</b>	<b>\$3</b>	<b>\$59,720.70</b>
166:4	262:19	53:15	204:2	95:13
207:8	<b>11030376 Sh</b>	<b>\$1600</b>	252:19	103:23
262:16	<b>aquat.</b>	199:24	<b>\$6</b>	
<b>11030376 Sh</b>	<b>Chaudhary.</b>	<b>\$18,000</b>	<b>\$30</b>	139:10
<b>aquat.</b>	<b>EXHIBIT5</b>	211:24	255:16	142:12
<b>Chaudhary.</b>	241:13,18			
<b>EXHIBIT2</b>	262:23			
15:10,11				
28:11				
53:3				
54:21				

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: \$6,000..20**

146:9	17:4 24:6	46:22	59:6	<b>18,000</b>
147:25	26:24	138:8		229:3
148:22	28:21	160:6	<b>11a</b>	
149:2	32:24		54:9,20	<b>18,950</b>
	33:8,11	<b>10</b>		210:14,23
<b>\$6,000</b>	46:10,17,	11:23	<b>11b</b>	211:13
106:22	22 47:13,	12:2	50:6	
110:21	25 53:24	33:22	51:12	<b>190</b>
114:14	54:20	35:20		50:4
	55:2 60:9	49:23	<b>12</b>	
<b>\$6,696.38</b>	64:13	59:16	33:22	<b>1986</b>
82:17	65:3	88:12	60:9 83:7	192:13
<b>\$64,000</b>	71:9,20	114:9	<b>12,000</b>	<b>1992</b>
94:7	75:8 82:4	119:23	170:4	192:10,13
	89:6	133:17,18	<b>120</b>	<b>1994</b>
<b>\$64,745.41</b>	90:23	160:9	50:4,20,	38:7
90:6	95:6	165:10	21	<b>1996</b>
<b>\$7,017</b>	106:18	180:12	<b>12:49</b>	38:7
74:14	110:18	182:14	107:15	
	114:13	212:14		<b>1998</b>
<b>\$7,017.71</b>	117:2	217:16,18	<b>132</b>	128:17
71:21	123:16	226:16	222:14	
	128:9	233:15		<b>1:20</b>
<b>\$825,000</b>	139:5	237:15	<b>133,000</b>	108:3
200:25	142:14	242:13	222:24	
<b>\$88,000</b>	152:10		<b>14</b>	<b>2</b>
216:2	160:23	<b>100</b>	82:5	
<b>\$97</b>	165:9	92:7	154:2	<b>2</b>
203:24	166:4,5	110:14	161:7	15:10,11
204:5	169:4	116:23	165:10	28:11
	207:8	140:17	169:8,9	46:21
<b>0</b>		152:23		47:8,23
	<b>1-23-43088</b>	157:5	<b>15</b>	53:3
	14:3	167:17	12:2 31:2	54:21
<b>05</b>		222:24	49:23	142:14
139:23	<b>1.2</b>		114:9	179:4,6
	233:24	<b>100,000</b>	152:11	207:25
<b>07</b>		150:13	153:3	252:19
254:6	<b>1.3</b>	<b>11</b>	160:9	
	234:22	17:2	182:14	<b>2,500</b>
<b>08</b>	<b>1.485</b>	28:16,17	190:17	40:16
254:6	48:12	47:14	226:17	
	50:10,12,	169:8,9	237:15	<b>20</b>
<b>1</b>	19	190:2		9:23
	<b>1.5</b>	<b>11:22</b>	<b>150</b>	11:24
<b>1</b>	48:9	59:5	18:2	17:11
12:25	<b>1/2</b>	<b>11:30</b>	<b>16</b>	93:17
13:3,15			138:8	138:6,7



**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**

**Index: 200..4.4**

142:13	101:20	34:12	210:23	18:10
146:25	<b>207</b>	56:24	<b>3.40</b>	<b>36</b>
180:12	208:2	57:3	211:19	129:25
196:14		59:13,16		
218:2	<b>22</b>	70:19,22	<b>3.5</b>	<b>36,000</b>
249:5,14	218:3	71:7	208:7	160:22
<b>200</b>	<b>22,500</b>	87:20,22	<b>3.51</b>	<b>36-01</b>
196:14	217:17	88:5,13	211:22	98:23
242:16	<b>220</b>	90:19		99:11,16,
		91:8	<b>3.53</b>	19 128:15
<b>200,000</b>	199:8	94:23	165:12	134:19
227:16	<b>23</b>	106:25	<b>3.6</b>	
<b>2003</b>	14:8	107:8	155:13	<b>372,000</b>
249:5	<b>23-10</b>	110:11	208:7	227:9
		116:15		228:25
<b>2004</b>	110:25	126:25	<b>3.61</b>	<b>37th</b>
139:23	<b>24</b>	138:23	172:6	98:21,22,
<b>2006</b>	71:10	140:14	<b>3.62</b>	23 99:11,
254:6	82:4	150:4	169:18	16,19
		152:12		128:16
<b>2008</b>	<b>24/7</b>	154:2	<b>3.7</b>	134:19
197:18	171:7	156:25	155:11	164:14
		160:6	<b>3.8</b>	173:10
<b>2014</b>	<b>25</b>	161:2	179:12,13	220:23
196:24	18:11	164:2		
197:3	23:23	168:23	<b>3.86</b>	<b>3:10</b>
233:9	53:6	169:15	161:3	174:3
	93:17	177:21		
<b>2017</b>	127:18	179:6	<b>30</b>	
29:24	138:7	203:24	17:11	<b>4</b>
182:15	141:21	210:2	23:23	
192:19	218:2	233:25	27:13	
193:3	255:16		127:18	<b>4</b>
197:4			129:25	34:11
205:8	<b>25,000</b>	<b>3.11</b>		82:5
	18:9	209:20	<b>300</b>	158:8,12
<b>2018</b>			197:4	160:6,7
123:21	<b>250</b>	<b>3.13</b>		210:2,8,
183:4,11,	244:2	210:4	<b>31</b>	11 212:12
12			243:12	234:22
	<b>26</b>	<b>3.16</b>		247:22
<b>2019</b>	130:2	82:11	<b>32</b>	
9:23	135:4,6,9		140:4	
		<b>3.26</b>		<b>4.11</b>
		161:9,16	<b>32-72</b>	214:19
<b>2020</b>	<b>270</b>		157:9	
9:18 11:9	251:10	<b>3.27</b>		<b>4.12</b>
101:20		161:6,10,	<b>34</b>	222:12
205:9		12	129:25	
	<b>3</b>			<b>4.4</b>
<b>2021</b>		<b>3.39</b>	<b>35</b>	225:10
	<b>3</b>			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: 4.5..account

<b>4.5</b>	176:23	28:19	<b>825,000</b>	
127:11	178:12,13	71:10	202:16	<b>A</b>
	191:16			
<b>4.6</b>	251:9	<b>64,000</b>	<b>86</b>	
227:8		65:9 91:5	161:5	<b>A-D-R-I-S</b>
				176:25
<b>4.8</b>	<b>50,000</b>	<b>68</b>		
215:25	229:7	71:11	<b>9</b>	<b>A-L-I</b>
				164:17
<b>4.9</b>	<b>50/50</b>			
217:3	180:6	<b>7</b>	<b>9</b>	<b>A/b</b>
			33:14,19	47:8,15
<b>40</b>	<b>500</b>		48:19	60:11
144:12	28:3	<b>7</b>	70:21	83:6
176:14,15	244:3	46:16	211:23	110:19
		47:21	212:13	152:11,12
<b>41</b>	<b>51</b>	60:10	228:13	
33:12,13,	137:9	83:7	249:21	<b>ability</b>
19 34:15,	<b>525</b>	110:19		12:16
18	197:3	210:13		
		248:15	<b>9,900</b>	<b>accept</b>
<b>44</b>	<b>56,000</b>		210:7	213:16
248:3	84:9	<b>7,000</b>		
		113:24	<b>90</b>	<b>access</b>
<b>44th</b>	<b>57</b>		46:23	56:15
110:25	155:10	<b>74</b>	48:8,11,	122:16
		153:21	20 49:5	
<b>47,554</b>	<b>5:00</b>		50:20	<b>accident</b>
225:10	229:10	<b>77</b>	51:2,5,	168:19
		13:16	12,16	
<b>495,000</b>	<b>5:26</b>	33:14	53:14	<b>accommodati</b>
52:6,14	260:16	83:7	54:9,13	<b>ng</b>
		208:3	207:22	260:9
			208:8	<b>account</b>
<b>5</b>	<b>6</b>		210:22,25	38:15
		<b>8</b>	245:10	61:14,15,
<b>5</b>	<b>6</b>			18 68:10,
11:23	53:6	<b>8</b>	<b>90-day</b>	12,14
107:2	161:7	46:18,20	211:16	72:13,14,
149:2	228:13	47:21,23	229:23	17 77:25
241:12,		177:23		78:3,5
13,18,19,	<b>6,000</b>		<b>92.5</b>	80:18
21 247:13	114:22		127:8	86:15
254:9	<b>60</b>	<b>8,000</b>		87:11,14,
	25:5	113:24	<b>921</b>	17 94:11,
<b>5,000</b>	26:10	<b>8-2-5</b>	122:15	13,17
40:15,16	28:13	202:17	<b>9w</b>	96:14,23
	176:18	<b>800</b>	225:21	97:16
<b>50</b>	208:2	117:8		101:7,22,
59:22,25		<b>825</b>		23 105:5,
77:7	<b>62</b>	128:23		7,9
137:7	26:25			
174:20				

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: accountant..affiliated

109:13,14	<b>accounts</b>	<b>acknowledgm</b>	<b>Adam</b>	<b>advice</b>
113:11	45:5	<b>ent</b>	89:22	136:15
114:3	46:21	256:20	98:24	
115:7,8	47:14	<b>acquire</b>	188:22	<b>affairs</b>
116:9,11,	109:12	29:23	<b>addenda</b>	208:2
13 124:2,	123:23	30:8,11	13:20	247:15
3,20	135:12	151:20	<b>additional</b>	<b>affect</b>
126:13,	138:13	192:19	6:24	12:15
15,17	145:9	193:7	237:21	<b>affected</b>
135:15,16	169:20	<b>acquired</b>	258:7	137:3,10
138:12,	171:24	23:22	<b>address</b>	<b>affiliate</b>
16,18	175:21	30:5,7,9	69:19	41:22
145:12,13	188:9,15,	150:9	79:20,22	44:11
149:17,	19 193:11	151:14	80:6,9,10	60:8,17
19,21	194:17	152:7	93:6	64:5 65:8
159:20	195:5	206:4	98:12,15,	67:3
167:13	198:24	238:23	17	75:10
173:17,	200:23	242:10	100:14,	83:12,22,
19,21	215:7,10	<b>acquisition</b>	17,19,20,	23 84:2,6
178:7	232:7	150:5,12	23,24	87:8,22
182:4	<b>accumulated</b>	151:3,7,	112:7,10,	89:2 90:3
185:13,15	49:24	10,13,14	12,14,15,	95:12
212:24	150:12	152:13,24	18,22,25	99:14
222:22	200:25	154:7	113:2	109:20,23
223:4,7,	232:25	192:25	120:20,23	110:20
9,10,13	<b>accumulatio</b>	193:4,24	121:24	128:10
232:20	<b>n</b>	195:20	132:10,16	139:7
234:4,7,	49:19	196:3	144:20	144:2
19 238:9	<b>accuracy</b>	197:22	157:25	165:22
<b>accountant</b>	85:9	198:18	180:18,19	166:20
62:24	202:10	199:10	181:4,17	190:6
63:2	<b>accurate</b>	200:19	<b>adjusted</b>	200:7
136:13	12:16	201:21	103:20	202:24,25
<b>accounted</b>	<b>accurately</b>	204:18	<b>administere</b>	217:4
247:6	7:11	240:18	<b>d</b>	230:2
<b>accounting</b>	<b>accusations</b>	<b>active</b>	5:24	<b>affiliated</b>
55:5	239:9,14	25:21	<b>admonish</b>	20:21
81:12	243:2	246:24	246:3	39:14
113:10	<b>ACH</b>	<b>actively</b>	<b>Adris</b>	40:3
159:18	209:4	257:12	176:25	44:20,24
183:2	<b>acknowledge</b>	<b>actual</b>	<b>advertising</b>	56:25
191:5,9,	<b>d</b>	18:21	141:19	57:4,16,
11 205:18	256:10,17	170:7		19 58:20
245:20		200:2		66:24
				88:6,7

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: affiliates..apologize

90:21	201:10	155:10	117:7	225:3
99:13	<b>agreement</b>	230:10	125:19,	<b>Ann</b>
100:17	32:5	231:3	20,23	59:25
164:19	41:17	<b>allocation</b>	128:11	60:2 71:4
174:15	43:15	212:20,21	139:9	77:5,7
176:5	58:6	214:21	144:6	178:12,16
215:22	60:23	<b>allowed</b>	154:7	182:16,
<b>affiliates</b>	69:9	28:7	160:22	20,21
19:8,15,	92:24	<b>amended</b>	161:12,17	183:7,12,
16,19,21	111:25	13:4	163:9	17,18
64:11,15	120:13	24:14	165:14	184:24
67:8,12	131:11	<b>amendments</b>	172:11	210:5
95:7	171:15,	159:4	200:24	225:10,
164:20	16,21	<b>American</b>	202:15	11,14
190:11	172:22	208:8	218:8	<b>annual</b>
<b>afford</b>	190:23	212:7	219:19,21	38:9
63:12	195:16,	214:10	223:6	227:14,15
68:6	19,22	<b>Amex</b>	251:22	<b>answering</b>
102:20	200:2,3	212:19,	<b>amounts</b>	191:20
115:24	221:8	21,24	49:9 51:6	<b>answers</b>
125:16	234:10	213:2	52:13,14,	7:7 8:7
145:25	238:14	214:20	20 54:4,	12:17
<b>Africa</b>	<b>agreements</b>	215:12,13	22 55:14	121:11
176:3	41:5,19	<b>Amir</b>	210:18	225:7
177:6,10,	43:11,21	193:5	238:8,11	<b>anticipated</b>
13,15	46:6	<b>amount</b>	239:5	257:4
<b>agency</b>	124:21,25	48:11,14,	<b>analysis</b>	<b>anymore</b>
36:17	147:5	15,21	68:5	30:22,23
<b>aggregate</b>	223:22	51:2,13	102:19	141:17
48:13,15	<b>ahead</b>	53:14	115:23	165:5
54:20	71:17	54:21,25	125:14	186:23
55:8	140:8	55:19	136:18	199:16,19
<b>aggregator</b>	213:14	56:7	145:24	238:6
122:9	229:13	60:17	148:14	<b>analyze</b>
<b>aging</b>	<b>airline</b>	61:5	<b>analyze</b>	<b>Apex</b>
52:21	134:13	73:7,8,9,	251:25	230:12
<b>agree</b>	<b>alcohol</b>	12 75:11,	<b>and/or</b>	<b>apiece</b>
46:14	12:15	13 82:16	223:20	34:25
50:5	<b>Ali</b>	83:13	256:13	<b>apologize</b>
66:24	164:16	85:2 90:5	<b>Andrew</b>	7:22 9:5
<b>agreed</b>	<b>Allen</b>	95:13	134:9	11:2
6:16,19	194:3	106:22	<b>Anjum</b>	99:3,10
50:14	<b>Alliance</b>	110:21	223:25	131:17
			224:25	167:21

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: app..Avenue's

198:2	<b>Aracri</b>	148:17	15,18,21,	<b>authorizes</b>
<b>app</b>	182:16	151:4	24 70:3,	27:7
31:7,8,15	183:7,17,	167:19	7,9,10,16	<b>Auto</b>
253:5	18	192:20	212:18	34:7
<b>appeared</b>	<b>Aracri's</b>	193:13	214:4,10,	<b>automatical</b>
229:20,22	182:20	227:23	13 215:19	<b>ly</b>
<b>appearing</b>	183:9	251:25	<b>attempt</b>	63:22
6:11	<b>area</b>	253:13	74:19	159:21
<b>appears</b>	208:15	<b>associates</b>	148:5	<b>availabilit</b>
127:7	<b>arm's</b>	247:20	<b>attention</b>	<b>y</b>
158:8	165:24	<b>assume</b>	128:8	219:21
<b>application</b>	<b>arrange</b>	8:23	166:3	233:17
27:18	73:22	<b>assumed</b>	201:9,12	<b>Avenue</b>
34:10	75:24	201:14,16	<b>attorney</b>	41:17
<b>applied</b>	79:6	<b>assuming</b>	115:20	43:18
240:13	216:13,	196:20	125:11	68:17
<b>appointed</b>	15,20	<b>assumption</b>	136:10	78:11
16:6,10,	<b>arranged</b>	257:8	145:21	92:12
11	73:2,14	<b>Asterride</b>	172:19	98:12,15,
<b>apportioned</b>	91:23	150:5	206:8	21,22,23
219:20	<b>arrangement</b>	151:3,7,	<b>attorney-</b>	99:12,16,
<b>appraisal</b>	170:21	9,12,14,	<b>client</b>	20 111:13
138:3	<b>arranging</b>	15	257:20	119:25
<b>appraiser</b>	66:3 78:8	152:13,24	<b>attorneys</b>	128:16
254:18	<b>arrears</b>	154:7,13,	8:15	130:20
<b>appraisers</b>	161:14	20,24	256:7	131:22
254:15	257:14	155:5,16,	257:25	134:19,
<b>approximate</b>	<b>asks</b>	22	<b>attributabl</b>	21,22
<b>ly</b>	24:8 34:3	156:17,	<b>e</b>	148:10
11:21	153:3	19,23	218:16	149:4
23:22,24	<b>asserting</b>	<b>Asterride's</b>	252:15	157:2,4,
40:14	172:7	154:15,18	<b>audit</b>	7,9,11,
52:17	<b>asset</b>	<b>Astoria</b>	194:12,21	15,19
55:17	253:14	59:15,19	<b>authorities</b>	158:10,
93:16	<b>assets</b>	60:3,12	147:21	13,22,25
144:9	29:24	61:14,17	<b>authority</b>	159:10,25
249:3	32:17	62:16	189:24	161:10,22
<b>AR</b>	46:10	64:20	251:24	163:23
53:21	94:2	65:15,22,	<b>authorize</b>	164:14
201:13	97:21	25 66:13,	15:5 16:3	180:20
	111:6	20 67:24	<b>authorized</b>	192:4
		68:16	215:15	220:23
		69:9,12,		248:2
				<b>Avenue's</b>

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: aware..basically

157:14	124:7	248:11	182:4	201:6
<b>aware</b>	126:23	<b>Bagel</b>	185:13,15	250:25
56:13	127:18	113:16,	187:21	<b>based</b>
200:21	128:9	20,21	188:8	25:2
	129:15	<b>balance</b>	211:19,	55:19
	133:17	49:4	21,23	188:4
<b>B</b>	134:6	72:11	216:23	219:21,23
	136:24	74:10	<b>Bankdirect</b>	220:3
<b>B-A-G-E-L</b>	138:5,23	211:14	209:8,16	228:8,9,
113:21	139:5	217:19,23	<b>banking</b>	17 233:17
<b>B-O-L-L-A-</b>	140:14	228:9	209:15	236:15
<b>N-G-A</b>	143:18	233:24	<b>bankruptcy</b>	254:4
176:20	144:10	234:22	5:22,25	256:11
<b>back</b>	146:25	259:7	6:14 14:9	<b>basically</b>
10:14	150:3	<b>balances</b>	82:15	19:6
11:3 21:7	152:10	155:2,3	137:19	35:21
22:8	156:25	<b>bank</b>	147:13	36:10
23:14	160:10,23	61:14,15,	148:6	45:4,5
24:6	164:2	18,21	189:10,	49:21
27:13	165:9	68:9	15,18,22	58:8
31:2,3	167:21	72:13,17	190:7	73:25
33:5	168:22	77:24	207:22,23	74:2
35:5,25	169:4	80:18	208:9	86:10
36:21	174:7	86:15	211:2,6	88:9
59:5 61:5	182:14	87:11	216:3	95:24
64:6,9,	185:24	94:11,13,	222:16	96:11,13,
10,13,21	191:16	17 97:16	227:10	15,23
65:15	203:12	101:7,22,	250:20	102:7,23
66:8	207:8	23 105:4	251:5	105:19,22
67:20	221:14	113:11	255:23	106:10,13
70:11	232:18	114:2	<b>Barely</b>	110:25
73:6 75:8	233:25	115:7	126:3	117:14,18
83:5	234:16,17	116:8	<b>barter</b>	119:4
84:13	239:3	123:22	171:15	121:13
85:23	244:7	124:2	<b>base</b>	122:12
86:5	246:6	126:12	27:3,5,9,	124:18,20
87:20	249:6,15,	135:11,15	15,16	128:17,19
89:5	16 253:8,	138:11	28:20,23	129:5
90:23	17 254:21	145:9,12,	29:4,9,13	130:6,10
93:17	255:2	13 149:16	30:2,5,	134:4
105:22,25	258:18	159:22	11,18	139:24
110:5	259:15	162:22	186:16,	140:2,4
116:15,25	<b>bad</b>	167:13	19,20,23	141:13,
118:6	49:22	173:17	187:12	18,20
123:16	197:14,20	175:20		142:20,21
	232:23			155:21

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: basis..break

164:12	<b>bathroom</b>	12 206:11	233:22	<b>bookkeeper</b>
167:5	173:24	<b>Ben-zions</b>	249:11	114:21, 24
171:3	220:7	198:18	253:3	<b>bookkeeping</b>
178:8, 21	<b>bathrooms</b>	202:4, 7	<b>bitcoin</b>	132:22
179:23	222:10	<b>benefit</b>	95:16, 17	<b>books</b>
180:4, 16	<b>Bear</b>	26:14	97:23	56:16, 21
182:21	211:22	151:12	98:19	62:2, 4, 8
186:25	<b>beginning</b>	195:21	101:9	81:15
189:22	109:7	244:23	105:23	84:16
193:18	129:3	247:4	106:12	85:11
195:9	142:15	<b>benefited</b>	166:24	86:17
197:2	212:14	212:16	167:5	104:5
198:23	224:15	<b>benefits</b>	<b>black</b>	182:6
199:18	232:22	245:15	18:22	191:13, 14
201:5	<b>begins</b>	<b>Bi-weekly</b>	38:23	200:16
209:17	212:12	227:10	39:2	203:17
212:4	<b>behalf</b>	<b>big</b>	178:24	205:14
213:11	62:12, 15	144:14	187:24	228:10
223:7, 12,	79:9	244:2	191:12	<b>borrowed</b>
13 225:23	102:5, 9	<b>bigger</b>	200:13	95:22
226:8, 23	125:6, 9	206:6	208:23	96:8
227:2, 5,	172:13	<b>bill</b>	235:8, 9,	185:17
18 228:3	184:13,	45:8	11, 16	<b>borrowing</b>
232:19	19, 20	75:17	236:18	201:6, 7
233:5	195:12	129:21	249:23,	<b>bottom</b>
238:24	216:5	203:20,	24, 25	13:21
243:10	<b>behave</b>	22, 23	<b>blackcar</b>	24:17
245:14	246:5	213:2	182:2	82:10
247:5	<b>Bella</b>	217:25	<b>blind</b>	83:11
248:6	133:19,	230:23	162:17, 19	89:12
250:6, 9	20, 24	<b>billing</b>	<b>blocks</b>	214:19
254:2	<b>Bella's</b>	49:3	14:23	<b>bought</b>
<b>basis</b>	134:17	179:25	15:3, 22,	128:21
161:13, 18	<b>belongs</b>	<b>bills</b>	25 155:9	248:3, 7
162:14	99:23	55:18	<b>board</b>	<b>box</b>
169:20	187:23, 25	106:13	16:12, 13,	237:4
170:23, 24	235:14	220:4, 5	19	<b>boxes</b>
179:19	<b>Ben-zion</b>	<b>bit</b>	<b>Bollanga</b>	100:4
180:6	193:5	73:13	176:19	<b>break</b>
185:25	198:20, 21	170:22	<b>book</b>	8:13, 17,
199:20	199:11, 14	192:15	24:11	18 58:24
224:8	200:6, 10,	203:15	91:6	173:24
255:23			103:2	201:16
<b>bat</b>				
13:11				

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: breakage..called

258:14	<b>BS</b>	<b>buses</b>	254:19	52:23
<b>breakage</b>	239:11	117:11	<b>businesses</b>	53:25
106:11	<b>build</b>	119:2,5	12:5,7,8,	55:12
<b>breakdown</b>	237:15	217:20	10,11	62:7
52:20	<b>building</b>	<b>business</b>	153:5	63:23
54:3	34:9	19:18	181:25	72:19
226:4	128:20	20:13	248:18,21	74:7
245:5	129:7,9	23:12	249:8,18	79:4,12
<b>bringing</b>	130:4,8,	77:17	<b>busy</b>	87:5
141:15	11,14	79:3,14	248:17	94:15,19
198:24	135:20	86:9	<b>buy</b>	97:5
<b>broadcast</b>	136:22,23	88:24	17:15,16,	101:25
139:19	142:18	97:18	18 18:4,	103:7
<b>broadcastin</b>	143:21,25	111:4	18,21	104:14
<b>g</b>	164:13	119:21	23:16	109:17
138:25	192:13	122:7,10,	26:3	146:22
139:3,7,	218:13	11	34:25	162:3
12,13,16,	219:3,7,	134:10,	35:2 66:4	170:10
18	8,10,11,	12,13	<b>buying</b>	171:6
140:16,19	14,17	137:5	35:3	184:4
142:7,10,	220:2,9,	139:25		187:21
11 143:12	11,12,24	140:5		221:17
144:5,17	222:9	151:22,25		227:20
145:8,19	248:2,3	156:2,6	<b>C</b>	239:23
146:8,10	<b>buildings</b>	179:24		256:23
147:6,12,	164:14	180:17	<b>C-H-A-B-E</b>	259:20
18 148:2,	<b>built</b>	182:17	230:14	<b>Callback</b>
22 149:17	129:6,24	187:23,25	<b>C-H-A-K-R</b>	34:7
173:11	192:13	190:3	177:2	<b>called</b>
<b>Broadcastin</b>	196:10	191:13,	<b>C-I-T-I</b>	5:13
<b>g's</b>	204:6	14,15	71:12	29:19
145:13	248:2	196:14	<b>C-I-T-I-L-</b>	35:17
<b>broker</b>	<b>buried</b>	197:25	<b>E-A-S-E</b>	57:22
36:2	166:5	198:8	71:8	59:15
<b>brokerage</b>	<b>bus</b>	206:4,13	<b>cable</b>	89:5
248:16,	117:16,	217:10,15	43:22,23	94:24
17,25	20,23	224:24	139:20,21	103:6
<b>brothers</b>	118:7,9,	242:18	141:17	127:2
193:6	10,11,14,	247:15,	<b>call</b>	138:24
<b>brought</b>	15,19,23,	21,22	6:7 32:10	150:4
119:16	24	248:16	34:6	151:15
201:8,12	122:14,15	249:2	40:25	174:10
	217:4	250:23	43:5	176:2
		252:7,10,	45:12	181:10
		14,20		191:19
		253:7		232:11



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: calling..Chaudhary

234:25	245:5,6	208:23	250:22	7:1 8:1
235:9	249:12,	230:16	<b>change</b>	9:1,5,7
236:20	15,23,24,	246:17	70:12	10:1 11:1
238:18	25	<b>case</b>	81:21	12:1 13:1
240:4	255:16,17	14:2,7,8,	93:18	14:1 15:1
243:20	<b>card</b>	10 54:14	114:5	16:1 17:1
244:16	68:14	59:13	123:11	18:1 19:1
<b>calling</b>	78:5	82:16	133:7,14	20:1 21:1
258:25	87:17	109:7	160:11,22	22:1 23:1
<b>calls</b>	105:9	171:23	173:12	24:1 25:1
86:2,3	116:13	178:11	182:9	26:1 27:1
121:14,18	126:17	221:13,14	<b>changed</b>	28:1 29:1
179:25	138:18	<b>cases</b>	136:25	30:1 31:1
<b>Canada</b>	149:21	5:22 6:14	246:18	32:1 33:1
141:24	173:21	58:19	<b>channels</b>	34:1 35:1
<b>candidates</b>	188:19	<b>cash</b>	139:19	36:1 37:1
189:18	203:21,22	143:17	141:11,	38:1 39:1
<b>capacity</b>	208:19,22	233:17,18	19,21,23	40:1 41:1
6:20 9:16	209:5,24,	237:8	142:23,24	42:1 43:1
11:7 12:4	25 212:24	<b>categories</b>	143:2	44:1 45:1
67:5	213:2,19,	44:3	175:6,9	46:1 47:1
153:14	22 214:10	226:3	<b>Chapter</b>	48:1 49:1
177:16	215:3,7,9	<b>cell</b>	190:2	50:1 51:1
200:11	<b>cards</b>	43:22	<b>characteriz</b>	52:1 53:1
<b>capital</b>	208:20	112:16,17	<b>ation</b>	54:1 55:1
71:7,12	212:6	132:14,15	135:23	56:1 57:1
209:8,16	213:9	255:11	<b>charge</b>	58:1,17
223:15,17	215:11,	<b>centers</b>	73:21,23	59:1
<b>car</b>	12,13,15	31:6	208:19	60:1,2
18:23	<b>Cardworks</b>	<b>cetera</b>	211:20	61:1 62:1
38:23	209:21,22	14:3	237:8,9,	63:1 64:1
39:2	<b>care</b>	<b>CFO</b>	14	65:1 66:1
66:2,5	257:13	81:11	<b>charged</b>	67:1 68:1
85:24	<b>carriage</b>	108:11	235:15	69:1 70:1
128:24	216:14	<b>Chabe</b>	<b>charges</b>	71:1 72:1
129:3,14	<b>cars</b>	230:14	213:11,16	73:1 74:1
178:24	18:23	<b>chairs</b>	<b>Charlie</b>	75:1
187:24	29:7 45:4	221:25	10:7	76:1,21
191:12	66:3	<b>Chakraborty</b>	<b>chartered</b>	77:1 78:1
196:25	73:16,17	177:2	105:17	79:1 80:1
200:13	86:9	<b>challenge</b>	<b>Chaudhary</b>	81:1
235:8,9,	128:23		6:1,11	82:1,8
11,16	187:2,4			83:1 84:1
236:18	197:3			85:1 86:1
				87:1 88:1
				89:1,17,
				25 90:1

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: Chaudhary's..Citilease**

91:1	92:1	142:1	188:1	235:1	23 163:2
93:1	94:1	143:1	189:1	236:1	165:17,19
95:1	96:1	144:1	190:1	237:1	218:19
97:1	98:1	145:1	191:1	238:1	223:20
99:1		146:1	192:1	239:1	<b>checked</b>
100:1		147:1	193:1	240:1	28:17
101:1		148:1	194:1	241:1	194:19
102:1		149:1	195:1	242:1	
103:1		150:1	196:1	243:1	<b>checking</b>
104:1		151:1	197:1	244:1	162:16
105:1		152:1	198:1	245:1	<b>checks</b>
106:1		153:1	199:1	246:1	63:24
107:1		154:1	200:1	247:1	72:21
108:1,24		155:1	201:1	248:1	73:4
109:1,13		156:1	202:1	249:1	74:4,7
110:1		157:1	203:1	250:1	76:5 97:4
111:1		158:1	204:1	251:1	102:2
112:1		159:1	205:1	252:1	103:7,8
113:1		160:1	206:1	253:1	146:23
114:1		161:1	207:1	254:1	172:24
115:1		162:1	208:1	255:1	213:16
116:1		163:1	209:1	256:1	216:11
117:1		164:1	210:1	257:1,18	
118:1		165:1	211:1	258:1	<b>chose</b>
119:1		166:1	212:1	259:1	171:3
120:1		167:1	213:1	260:1,6	<b>chronology</b>
121:1		168:1	214:1	<b>Chaudhary's</b>	205:12
122:1		169:1	215:1	67:5	<b>circle</b>
123:1		170:1	216:1,25	184:25	143:4
124:1		171:1	217:1		
125:1		172:1	218:1	<b>cheap</b>	<b>circumstances</b>
126:1		173:1	219:1	129:10	9:16 11:7
127:1		174:1	220:1	<b>check</b>	
128:1		175:1	221:1	54:24	<b>Citi</b>
129:1		176:1	222:1	55:3	82:11
130:1		177:1	223:1,25	62:2,6	216:21
131:1		178:1,13,	224:1	63:9,20,	
132:1		16 179:1	225:1,24	21 74:7	<b>Citilease</b>
133:1		180:1	226:1,18	84:20	70:19
134:1		181:1	227:1	103:4	71:11,20
135:1		182:1	228:1	114:19,	72:16
136:1		183:1,13,	229:1	20,21	73:2,5,
137:1		17,18	230:1	115:11	14,18,19
138:1		184:1	231:1	133:4	74:4,9,
139:1		185:1	232:1	146:20	12,14
140:1		186:1	233:1	162:2,10,	75:3,24
141:1		187:1	234:1		76:3,7,8,

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: Citilease's..common

15,16	<b>clarificati</b>	<b>closed</b>	10,11,12,	21,22
77:8,10,	<b>on</b>	31:12,17	15,18,19	51:8
25 78:7,	10:5	91:9,18,	218:3	53:21
23 79:2,	51:24	20 94:18	<b>Coach's</b>	72:5
9,10,15,	71:6	167:12	119:24	74:18
19,23	106:7	249:8,13,	123:12	85:3,6
80:13,20,	122:21	14,15	124:2	<b>collecting</b>
23 81:3,	130:12	<b>closing</b>	<b>Codebtors</b>	49:2,3
13,16,18,	167:4	242:13,14	166:9	245:13
25 82:13	194:15	<b>closure</b>	<b>cognizant</b>	<b>collection</b>
91:3,22	201:11	109:3	98:25	49:13
215:25	216:18	<b>co-debtor</b>	99:7	167:12
216:2,15,	220:25	166:14	<b>Cohen</b>	180:2
16,19,21,	<b>clarify</b>	189:13	194:25	<b>collective</b>
22	96:3	<b>co-obligor</b>	<b>cold</b>	118:11
<b>Citilease's</b>	155:11	166:15	7:23	<b>collects</b>
78:10	183:7	<b>co-op</b>	<b>collect</b>	74:5
<b>city</b>	<b>cleaning</b>	85:23	45:20	<b>column</b>
27:22	220:6	<b>coach</b>	48:24	84:24
128:16	<b>clear</b>	116:16,	49:9,15	<b>combined</b>
154:24	7:23	18,19	74:20	187:22
155:13	41:24	117:5,10,	77:18	<b>Comcast</b>
197:2	84:17	13,14,16,	113:12,15	141:18
230:7,9	112:24	19,22,24	203:23	<b>commenced</b>
247:18	117:25	118:7,8,	206:5,14	256:14
<b>claim</b>	127:25	12,14,20,	236:15	<b>commission</b>
36:7,10	132:4	24 119:3,	237:6	27:17
82:15,16,	181:12	22	245:9,10,	119:23
19,25	189:15	120:13,	14	<b>committed</b>
154:6,10	198:3	16,19,22	<b>collected</b>	205:24
161:12,17	<b>clearest</b>	121:2,5,	13:18	<b>committee</b>
165:13,16	13:23	12,13,16,	73:4	5:21 6:3,
169:19	<b>clearing</b>	17,21,22,	76:10	4 109:16
170:4	23:6	23 122:6,	77:20,23	232:8
172:7	<b>clears</b>	8,15	91:24	<b>committee's</b>
179:11,	241:8	123:5,9,	218:8	57:11
16,22	<b>client</b>	22	237:16,	<b>common</b>
<b>claims</b>	198:23	124:13,	18,19	39:17,23
154:2	226:8	14,18	245:7,22	40:6
160:24	250:24	125:2,9	246:13	174:18
161:10	<b>close</b>	126:2,5,	<b>collectible</b>	176:8
169:18	192:24	7,10,13	49:12,14,	
179:11		215:20	15 50:18,	
		217:3,4,		

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: Communicar..consultant

230:3	24:5	25 176:2,	140:15	141:9
<b>Communicar</b>	29:19,22	3,5,12	<b>completed</b>	<b>confer</b>
39:7,10,	35:16	185:3	8:23	32:22
11 40:2	36:17	196:11,25	<b>compliance</b>	<b>confused</b>
<b>communicate</b>	41:22	212:7,23	255:24,25	22:9
31:5	52:8	213:22	<b>complicated</b>	<b>confusing</b>
<b>communicati</b>	57:17,22	224:13	86:8	13:22
<b>on</b>	58:5	230:2,21,	<b>comprehensi</b>	131:18
33:25	59:15	25 249:23	<b>ve</b>	<b>connected</b>
34:4,14	60:6,7	250:5	57:18	44:20
<b>communicati</b>	62:21	<b>company's</b>	<b>comprises</b>	250:8,9
<b>ons</b>	64:5	72:13	48:21	<b>connection</b>
79:3	65:24	<b>compensate</b>	<b>computer</b>	6:20
<b>companies</b>	68:10	19:21	209:12	10:2,13
19:13,14	70:19	21:8,14,	221:2	11:15
38:23	71:8,14	23 22:3	250:9	12:4,5
39:2,4,5	79:19	68:22	<b>computers</b>	91:24
40:21	83:5,15	78:16	34:8	136:11
42:13	84:2,4,8,	92:17	220:19	145:22
57:2,4,	12 87:9	111:18	221:3,12	163:7,15
16,19	88:10,21	120:6	<b>concentrate</b>	184:9
58:18	89:4	132:23	12:22	208:12
71:13	91:12,22	157:20	<b>concept</b>	<b>considered</b>
85:24	93:22	181:3	85:22	189:12
88:6,7	94:24	<b>compensated</b>	87:2	<b>consist</b>
90:21	105:19	217:9	130:7	13:19
96:2	106:17,18	<b>compensates</b>	150:14	<b>constructio</b>
108:10	113:2	222:4	167:6,7	<b>n</b>
110:6	119:6,13,	<b>compensatio</b>	250:7	164:3,4,
147:18	16 127:2,	<b>n</b>	<b>Concorde</b>	7,10,11,
164:6	8,12	69:4	39:6,20	15 165:6,
169:25	138:12,	131:4	<b>condition</b>	13,21
189:11	16,24	164:22	12:14	167:25
190:10	145:6	216:5	<b>conditions</b>	168:18
200:7,13	147:25	235:8,18	148:17,18	210:14
202:24	150:4,8,	<b>competition</b>	<b>conduct</b>	<b>consult</b>
215:14,	10	246:9	194:7	8:14
18,22	151:15,17	<b>complaints</b>	<b>conducted</b>	202:12
229:20	159:23	246:19,	232:8	206:8
246:17	160:8,15,	20,22	<b>conducting</b>	
255:9,10	18 163:25	<b>complete</b>		
<b>company</b>	164:12	12:17		
18:21	165:3	65:6		
20:21	166:20,24			
	167:2,15			
	174:10,			
	13,15,22,			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: contact..created

<b>contact</b>	<b>contributio</b>	<b>corporation</b>	179:17	260:2
30:21,25	<b>n</b>	84:3	180:25	<b>counting</b>
35:8	214:2	116:21	181:25	204:2
	223:17	127:4	192:6,7	
<b>continue</b>		128:10	210:5	<b>couple</b>
91:13	<b>contributio</b>		218:6,11	26:25
108:10	<b>ns</b>	<b>correct</b>	220:9	108:9
226:14	223:16	16:2	225:9	143:8,10
253:10	<b>control</b>	17:21	228:20	175:6
<b>continues</b>	79:16	22:2,23	239:15	209:20
244:14	<b>conversatio</b>	28:22	250:3	247:10
<b>contract</b>	<b>ns</b>	29:6 35:8	256:9	251:14
42:18,20,	256:4	47:24	257:16	253:17
21,24	257:3	48:10,20		254:21,25
44:5,9		50:17	<b>correcting</b>	
46:8	<b>convince</b>	51:7	22:16	<b>court</b>
170:5,8,	209:3	55:25		6:2 7:8,
21 171:25	<b>cooperation</b>	56:10	<b>corrections</b>	12 9:10
183:23	134:11,15	58:2,3	8:10	14:15
184:2,9,		59:20	<b>correctly</b>	67:21
23,24	<b>coordinate</b>	70:25	108:19	76:23
199:20,22	29:15	71:4	118:5	104:25
219:23	<b>copies</b>	75:10,25	130:5	108:15
238:14	13:8	76:5,11	<b>cost</b>	<b>covered</b>
	89:18	77:8	35:15	98:9
<b>contracted</b>		83:23	212:19,21	
23:10	<b>copy</b>	84:6,7,9,	214:20	<b>covers</b>
	47:4	10 85:4,5	218:9	188:3
<b>contractor</b>		95:13	255:15	211:5
23:11	<b>copyrights</b>	98:16		
88:23	24:9 25:8	103:24	<b>costs</b>	<b>COVID</b>
	193:10	106:22	36:14	56:14
<b>contractors</b>	<b>Corp</b>	107:7	220:24	134:2,12
80:24	99:21,22	110:8,12,	254:12	148:19
<b>contracts</b>	127:2	15,16,21,		150:10,15
41:19,22	128:5,6,	22 113:4	<b>cough</b>	152:2,7
42:9,12,	11,14	116:19,22	7:23	187:13,14
16 43:10,	150:5	118:8	<b>counsel</b>	196:13
21 44:3,7	178:3,6	121:25	6:22 13:7	197:7,15,
46:6	218:12	127:5,9	33:8	19 199:17
140:4	231:5	128:12,13	62:19,22	200:5
169:21		140:17	67:7	205:7
175:24	<b>corporate</b>	147:18,22	102:12,17	233:18
	29:19	148:2	163:7	235:25
<b>contribute</b>	192:16,17	156:8,9,	184:9	245:24
232:24	193:19	15 171:11	193:24	249:17
237:5	209:19	178:14,15	257:19	<b>created</b>
			258:11	63:22

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: creation..Death

232:20	<b>cryptocurre</b>	121:15	105:5,11	170:23
243:20	<b>ncy</b>	140:11	166:13,19	224:14,22
<b>creation</b>	98:2,5	155:15,24	222:12,14	226:16
41:7	<b>cumbersome</b>	185:9	223:3	260:12
<b>credit</b>	13:22	188:5	<b>DAM's</b>	<b>days</b>
68:14	<b>cure</b>	194:18	101:23	46:23
78:5	257:9	196:15	<b>data</b>	48:8,11
87:17	<b>cured</b>	199:2	31:6,9	49:5
105:9	257:4	208:17	255:6,8,	50:4,20,
116:13	<b>current</b>	209:23,24	11,12	21 51:2,
126:17	24:11	213:6	<b>date</b>	5,12,16
138:18	51:5 73:9	217:5	6:15 13:5	53:14
149:21	108:11	230:22	15:13	54:9,14
173:21	130:19	235:15	57:5	207:22
188:19	156:2	244:14	134:8	208:9
203:21,22	170:21	<b>cut</b>	158:16	210:22,25
204:5	195:8	8:25	232:17	242:14
208:19,	236:3	197:2,11	241:15	246:7
20,22	<b>custody</b>	199:17	<b>dead</b>	
209:5,24,	79:16	217:22	88:18	
25 212:6,	<b>customer</b>	<b>cutting</b>	11:14	236:23
24 213:2,	20:14	9:20	<b>daughter</b>	<b>deal</b>
22 215:3,	52:9	<b>D</b>	60:2,4	13:20
6,9	75:18		66:14	192:16
<b>creditors</b>	86:2	<b>d/b/a</b>	71:4	197:11
5:21 6:5	121:18	83:17,19	178:16	198:19
147:22	141:24	181:21,23	210:5	207:12
251:7,12,	198:23	<b>Dam</b>	<b>David</b>	250:5
24	199:21	94:24	5:19	<b>dealership</b>
<b>creditors'</b>	218:2	95:9,12,	46:24	66:2
13:3	236:9,10	15,19	47:10	<b>dealings</b>
15:11	244:10	96:10,15,	66:22	174:22
57:3	245:2,3	18 97:3,	89:15	177:7
158:12	<b>customer's</b>	11,15,18,	98:24	<b>deals</b>
241:13	236:13	21 98:4,	166:8	247:20
<b>crisis</b>	<b>customer/</b>	7,11	173:23	<b>dealt</b>
197:18	<b>driver</b>	99:23	188:22	174:24
<b>critical</b>	226:23	100:5,11	190:5	177:15
156:12	<b>customers</b>	101:2,12,	241:19	
<b>cross</b>	19:9	14 102:9,	243:15	<b>Death</b>
206:10	20:14,16	16,25	256:9	236:20,
<b>crypto</b>	48:23	103:19,24	257:12	22,23
98:2,5	119:14	104:20	<b>day</b>	238:9,15
			100:9	
			136:23	

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: debited..debts**

<b>debited</b>	67:2	125:2,6,	180:21	40:4,7
159:21	68:6,9,	15,23	181:3,7	41:20
<b>debt</b>	18,22	126:9,12	183:19	44:12,19
143:18	69:25	127:22	185:6,10,	56:18,20
150:11	70:15	130:21	18,21	58:15,21
166:17	72:12	131:4	186:3,10,	60:7 67:6
196:21	74:13	132:12,	13 188:8,	69:10
213:22	75:3	16,23	17,20	78:13,16
251:2,23	76:15,17	135:14	190:11	90:9
256:5	77:13,24	136:5,19	191:7	92:14,17
257:5	79:17	137:14,18	192:19	98:16
<b>debtor</b>	80:11,14	138:11,	193:3,7,	99:13
6:8 17:6,	81:8,24	15,20	23	112:2
9,23	84:6,8	142:9,12	195:12,15	120:3,14
20:2,4,	86:24	143:14	198:4,17	131:12
17,19	87:9,12,	144:6	199:11,	143:23
21:3,8,	15,18	145:3,5,	12,14	144:3
14,22	90:15	11,16,25	202:23	177:7
22:22	93:9,13,	146:4,7	203:2	189:10
23:15,21,	21,22	147:6,9,	209:15	190:21
25 25:2,	96:6,9,	11,17,20,	212:8,15,	192:8
16 26:2	17,22	24 148:4	23 213:25	200:8,12
27:3,9	97:2,25	149:16	214:9,25	224:5
28:5,14	100:18,23	151:11	215:3,5,	230:4
29:9,13,	101:6,13,	152:23	6,10	232:9
23 30:17,	22 102:6,	153:15,17	217:9,11	237:25
20,24	11,20	156:7,15,	218:8,20	245:17
31:4	103:18,24	16	219:2,16	255:24
32:16	104:3,6,	157:17,20	220:8,10,	<b>debtors'</b>
36:15,23	19 105:4	158:25	16 221:7,	24:12
37:24	108:11	159:16	22 222:4	46:10
38:2,4,13	109:12	160:14,17	225:15,19	56:16
41:12,21	111:14,18	161:22	234:20	65:22
43:8,10,	112:11,	163:14,20	<b>debtor's</b>	70:7,8
13,14,20	12,18	165:7,22	69:16	84:12
44:4,6,8,	115:6,13,	166:21	100:16	95:18
25 45:14,	24 116:5,	168:7	142:6	109:11
17 46:5,	8 117:12,	170:2,14	151:6	111:8
8,19	19,23	172:11,14	217:5	113:9
53:13	118:15,	173:17	<b>debtors</b>	132:21
55:17,23	19,22	174:16,	6:6,14	142:5
56:5	119:17,20	19,21,24	12:6	164:19
61:13	120:6,24	175:15,	21:13	260:2
62:13,18	121:6	18,21,24	23:8	<b>debts</b>
63:12,14	122:5	176:6,9	39:15,18,	49:22
65:16	123:8,25	177:9	21,24	148:16
	124:13,22	179:11		

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: decided..discussed

149:14	<b>Deny</b>	69:2,4	<b>digital</b>	206:25
<b>decided</b>	239:16	70:6 87:3	15:6 16:4	207:13
119:12	<b>denying</b>	<b>destroyed</b>	<b>diligence</b>	<b>Directv</b>
151:19	103:16	147:3	195:11	139:20
242:19,22	<b>depends</b>	<b>details</b>	<b>DIP</b>	<b>disagree</b>
<b>decision</b>	126:3	86:22	256:2,11	239:14
64:3	<b>deposed</b>	<b>determinati</b>	<b>direct</b>	<b>disappeared</b>
196:16	6:19	<b>on</b>	19:18	152:2
197:10	9:12,17	56:8	116:25	<b>disaster</b>
<b>decisions</b>	11:4,8,12	<b>determine</b>	128:8	220:22
197:20	<b>deposit</b>	117:22	166:3	<b>disasters</b>
<b>declined</b>	238:18,23	118:22	169:6	221:14
134:4	240:8	211:11	218:21	<b>disclosed</b>
<b>deducted</b>	<b>deposition</b>	228:15	<b>directed</b>	46:9
216:4	5:6 6:12,	252:2	93:24	<b>disclosing</b>
<b>deed</b>	16 7:6	<b>develop</b>	96:17	257:20
111:2	12:25	37:17	<b>direction</b>	<b>discount</b>
130:17	15:9	<b>developed</b>	70:16	204:3
148:8	56:24	37:23	74:7	<b>discover</b>
<b>deep</b>	108:25	<b>developing</b>	81:25	200:15
194:20	241:22,	86:4	93:22	<b>discovered</b>
<b>default</b>	24,25	<b>development</b>	101:13	201:22
256:10,17	257:22	37:20,25	114:11	204:19,23
<b>defendant</b>	258:11	38:12	123:9	205:2,13
11:18	<b>depositions</b>	41:7	145:6	259:20
<b>Delaware</b>	6:25	129:23	160:15	<b>discovering</b>
150:21,22	<b>deposits</b>	<b>died</b>	183:20	201:24
<b>delinquent</b>	97:4	86:10	<b>directly</b>	<b>discovery</b>
256:12	<b>describe</b>	<b>Diego</b>	26:15	6:24
<b>Dell</b>	203:16	230:13	74:3,6,9	<b>discussed</b>
34:10	257:21	<b>dies</b>	96:13	99:11
<b>demanded</b>	<b>describing</b>	237:3,16	102:23	122:23
65:16	250:7	<b>diesel</b>	122:8	166:25
77:13	<b>description</b>	217:21	171:5	185:24
103:18	222:16,20	<b>difficult</b>	183:2	189:11
104:19	244:19	194:5	185:8,11	190:12
116:5	<b>design</b>	<b>difficultie</b>	220:15	192:5
126:9	252:22	<b>s</b>	252:15	248:21
137:15,18	<b>desk</b>	10:23	256:6	250:14
147:9,11	68:24	250:22	<b>director</b>	251:16
			114:10	259:5
			<b>directors</b>	
			79:17	



**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: discussing..driver

<b>discussing</b>	11,15	57:8,10,	52:24	251:19
118:4	191:12,17	14 63:22	54:2	252:2,8,
	194:19	64:4 79:7	55:13	16
<b>discussion</b>	206:19	146:20,21	72:20	
10:19	226:15	153:21	79:13,24	<b>domains</b>
67:18	227:6	158:18,20	84:21	21:3
107:14	250:10,	166:6	87:6	36:22
167:10	12,17	170:11	94:16,20	<b>dormant</b>
<b>discussions</b>	<b>Dispatch's</b>	184:5	97:6	91:4
257:7	180:14	194:10,13	109:10,15	<b>double-</b>
<b>Dish</b>	191:15	243:10	115:3	<b>check</b>
139:19	<b>dispatched</b>	259:11	158:24	54:17
141:16,18	30:17	<b>documentati</b>	162:4	<b>doubt</b>
175:9	<b>dispatching</b>	<b>on</b>	194:16,17	26:15
<b>dispatch</b>	179:25	69:8	195:3,8	
5:23 6:8	226:5	80:18	202:10	<b>doubtful</b>
20:20,25	227:6	111:21,24	239:19,24	48:17
21:9,15,	<b>disposed</b>	120:12	257:24	49:8 50:7
20,23	248:24	131:10	258:2,4,7	51:18
22:5,16	<b>dissolved</b>	135:25	259:2,20	53:18
23:2,4,11	150:18,	161:24	<b>dollar</b>	84:25
27:8	22,23	172:25	50:15,17	<b>downhill</b>
28:6,7	151:2	181:6	<b>dollars</b>	140:12
29:7,15,	248:24	<b>documented</b>	24:11	<b>downs</b>
16 42:17,	<b>distinction</b>	63:17,19	48:17	247:16
19 44:5	186:22	69:6	49:8 50:7	<b>draw</b>
45:3,7	<b>distribute</b>	78:19,21	51:18	129:8
177:18,22	19:7	92:20,23	53:17	227:25
178:12,	<b>distributio</b>	97:3	84:25	228:2,3
21,23	<b>ns</b>	103:3,10	147:21	
179:14,24	66:21	116:3	223:11,15	<b>drive</b>
180:15	67:25	120:9	<b>domain</b>	30:16
181:11,	<b>District</b>	131:7,24	17:7,10,	110:25
13,16,22,	5:25	146:17	19 18:4	187:11
24 182:3,	<b>DMV</b>	173:3	19:25	224:21
11	213:17	223:18,20	20:3	248:3
183:21,24	<b>document</b>	228:19,23	22:12	<b>driver</b>
184:8,20	13:18	<b>documenting</b>	23:16,19,	73:23
185:5,12,	14:13,18	234:10	22 25:9	180:6
17,20,23	15:16	<b>documents</b>	26:21	187:10
186:2,6,	32:10,11,	13:17,19	36:22	188:3
9,16,18,	23 43:5	15:6 16:4	37:6	195:6
23,24		26:18	69:22	212:20
187:6,11,		41:2,6	88:19	216:4,20
20,24		45:13	193:10	217:16
188:6,9,				

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: driver's..Elite**

224:6	245:11,12	157:17	<b>earlier</b>	<b>Elite</b>
225:25	246:4,10,	179:11,23	82:20	5:22 6:6,
226:12,24	22	180:16,24	129:17	8 13:3
227:7	250:13,	183:3,24	161:21	16:9,11,
236:8,24	16,17	184:11,	202:24	14 17:6,
237:2,7	251:10	14,19	211:8	9,23
244:8	259:3	185:5,7,	213:4	19:13,15,
259:5		8,11,15,	229:21,22	16,22
<b>driver's</b>	<b>drivers'</b>	23,25	249:25	20:19,22,
76:4	73:4 74:4	186:3,7	251:16	24 21:3,
236:6	216:11	187:18	<b>early</b>	4,14,19,
237:7	234:25	188:14	205:9	22,25
<b>drivers</b>	235:4,17	189:6,17	<b>easier</b>	22:13,17,
10:4	236:20,22	190:25	169:6	22 25:3,
11:10	237:23	191:7,9,	<b>Eastern</b>	16 27:3,
29:16	238:9,15,	14,18,20,	5:25	7,9 28:5
30:16,21,	18 240:7,	24 225:15	<b>easy</b>	29:13,23
25 31:5,	24 241:4	<b>due</b>	151:24	30:17,20,
13 35:8	244:23	61:6	246:10	24 31:4,
41:21	245:15	77:15	<b>eat</b>	13,20
42:10	258:24	140:10	201:20	32:3,14
43:11	259:6	148:17	<b>eaten</b>	36:23
45:7 66:4	<b>driving</b>	155:2	106:13	37:21,23,
73:3,15	224:7	195:11	<b>ECC</b>	24 38:2,
74:2,8	<b>dropped</b>	253:18	34:6	4,13
75:25	105:23	<b>duly</b>	<b>economics</b>	42:22,23
78:8 79:4	<b>drugs</b>	5:14	255:18	43:8,10,
91:23	12:15	108:5	<b>effect</b>	13,14,20
129:2	<b>DS</b>	<b>duties</b>	246:15	44:4,6,8,
156:11	21:20	198:25	<b>efficiently</b>	22,25
187:3	<b>DSS</b>	<b>duty</b>	106:6,11	45:3
194:20	6:10	195:11	<b>efforts</b>	46:5,19
216:5,12	15:11	<b>dying</b>	48:24	55:23
217:21	21:3,14	237:2	49:9	56:5
224:9	22:7,25	<b>E</b>	<b>Eldey</b>	65:16
232:16,	23:10	<b>E/f</b>	134:9	68:6,19
17,18,21	28:22	82:5	<b>electrical</b>	73:4 74:5
233:9	29:15	154:2	222:10	75:25
234:2	42:3,6,9,	161:7	<b>electricity</b>	76:4,15,
235:14	12,15,22,	165:10	43:24	17 80:8,
237:13,14	24 44:6	169:8		9,11
238:4,22,	53:13	179:6		81:11
25 239:8	68:19			83:17
242:11,	130:22			84:6,9
17,24	152:13,23			85:7
244:6				86:19
				88:18,19

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: Elite's..eliteny.com

90:15	126:2,5,	14,23	25 218:3,	101:22
92:6,7	7,9,10,13	162:22	8,12,20	115:7
93:11,13,	127:2,7,	163:20	219:2,4,	117:13
23 95:21,	21,22,23,	165:7	9,10,11,	121:20
23 96:6,	24 128:2,	167:24	13,16,20,	122:11
9,17,22	5,6,10,	168:19	21 220:8,	124:2
97:2	14,18,20	170:2,14	10,12,16	128:19
99:14,21,	129:2,7	171:2,4,	221:4,7,	129:6
22 100:23	130:4,7,	8,11,12,	8,22,23	130:8,11,
102:6,11,	8,16,18,	13,14,18,	222:3,4,	14,16
20,22	19,22,24	19	5,9,22,23	135:15
103:24	131:11,22	172:11,14	223:2,5,	136:22
104:3,6,	132:7,12,	180:4,22	10,14,16	142:17
19 105:3	16,18	181:7,11	224:23	145:12
106:21	133:10,	182:22,25	225:12,20	149:14
108:12	12,14	185:6,10	230:8,16,	156:2
109:12	134:6,12,	186:4,10	18 233:3,	163:15
111:15	18,25	187:3,10,	5,6,7,10	164:13,24
112:11,	135:11,	16,18,25	234:3,4,	170:19,22
12,18	15,21	188:10,17	13,20	171:3
115:14,24	136:5,8,	189:17	238:3	187:11
116:5,16,	19,24	190:2	239:9	191:13
18,19	137:3,4,	191:3,16,	240:23	193:4
117:5,10,	14,16,18,	21,23	244:5,11	236:12,
13,14,16,	23	192:2,12,	245:19	14,16
17,19,23,	138:20,21	19 193:7,	247:3,4,5	237:9
24 118:7,	142:12,	22,23	248:2,5	<b>Elite-owned</b>
14,15,19,	18,19	195:12,15	250:13,16	85:5
20,22,24,	143:14,	196:23	251:4,6	90:10,13
25 119:2,	17,21	198:4,17	252:7,24,	91:11
3,14,17,	144:7	199:11,	25 259:3,	93:10
20,21,24	145:16,25	12,15	14,15,18	130:14
120:13,	146:4,7	202:20,23	<b>Elite's</b>	150:9
16,19,22	147:7,9,	203:2	14:9 19:8	191:2
121:2,5,	11,17,20,	204:13,	20:13	<b>eliteny.com</b>
11,13,16,	24 148:4,	14,22	29:9,13	20:5,8,19
17,18,19,	7 152:23	205:6,16	30:18	21:9,16,
20,22,23	153:15,17	206:17	32:16	18,22,25
122:5,6,	154:12,	212:4,15,	34:9	22:22
8,13,15,	14,18,21,	25 213:3,	45:6,7,8	23:14
20 123:5,	22,25	6,23,24,	46:8	24:15
9,11,22	155:15,	25 214:9,	48:23	25:3,4
124:2,8,	20,22,24	25 215:3,	55:18	37:9
10,12,13,	156:7,15,	19 217:3,	61:14	251:21
14,16,18,	17,18,21	9,10,11,	72:13	252:4,25
22 125:2,	157:10,17	12,14,15,	74:6	
6,9,15,23	158:10,	17,19,22,		

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: eliteny.com...examined

<b>eliteny.</b>	<b>employees</b>	<b>entering</b>	<b>entry</b>	<b>estimate</b>
<b>com.</b>	69:25	195:21	58:8	7:18
22:10	70:4	<b>Entertainme</b>	103:2	11:25
<b>Elon</b>	80:14,21	<b>nt</b>	104:9	<b>evening</b>
204:10,11	93:8,11,	174:11,12	196:24	224:21
<b>email</b>	13 101:3,	175:3	<b>Epstein</b>	<b>evenings</b>
18:16	5 113:7,9	176:24	133:19,	226:7,11
69:19	121:3,6,8	<b>entities</b>	20,21	<b>event</b>
79:20,22	132:19,	6:21 40:9	<b>equipment</b>	7:2 43:4
80:6 93:5	21,24	147:10	33:25	197:17
100:14,	144:24	153:10,	34:4,13	<b>eventually</b>
17,19,20,	145:2	12,16	99:23	106:2
22,23	159:11,15	189:20	141:6,7	149:14
109:11,	168:14	214:2	186:3,12	238:25
13,15	170:25	230:19	209:11,12	248:16
112:7,10,	171:5,9,	256:15	221:12,	<b>everything'</b>
12,18,21	13,14,19	<b>entity</b>	16,24	<b>s</b>
120:19,23	180:4	26:22	255:14	165:24
121:15,	190:25	29:12	<b>equity</b>	<b>evidence</b>
21,24	191:18,	36:17	199:12	13:2
122:8	23,25	40:19,20	<b>error</b>	15:10
132:10,16	192:2	42:23	51:20	56:25
144:20	205:21	44:12	52:2	115:4
181:17	206:2,13,	60:8 84:4	54:17,24	241:12
<b>emails</b>	17 251:9	85:6	55:4	<b>evidencing</b>
109:11	<b>end</b>	86:15	85:13,18	259:2,12
121:18	99:5	88:18,19	132:2	<b>ex-employee</b>
122:5	100:8	90:11,13	<b>errors</b>	127:16,
<b>emergency</b>	104:11	93:10	53:23	17,23
220:21	148:12	107:3,7	85:11	128:2
<b>employ</b>	182:2	113:13	<b>essentially</b>	165:5
198:17	191:25	127:20	31:15	166:2
<b>employed</b>	259:25	128:6	64:23	<b>exact</b>
205:5	<b>ended</b>	139:13	146:12	85:12
224:14	196:20	149:9	191:8,24	134:8
<b>employee</b>	<b>engage</b>	150:9	225:7	199:7
70:8,9	234:13	151:8	247:16	<b>examination</b>
81:7	238:2	155:23	<b>estate</b>	5:17
137:8	<b>enjoys</b>	164:3	110:24	67:13
165:7	260:11	165:25	128:6	108:7
191:22	<b>enter</b>	169:24	138:21	<b>examined</b>
199:21	195:18	189:7,19	251:4	5:15
205:16	<b>entered</b>	191:2,4,8	256:12	
226:25	129:15	249:10		

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: exceeds..FCS

108:5	59:12,16	192:22	216:8	129:17
<b>exceeds</b>	60:9	<b>existence</b>	<b>explained</b>	141:15
37:3	64:13	51:3 87:7	201:4	221:4,5
<b>exception</b>	65:3	94:21	216:10	222:6
257:19	70:19,22	<b>existing</b>	243:4	<b>factor</b>
<b>excess</b>	71:7,9,19	34:10	<b>explicitly</b>	197:16,17
209:14	75:8 82:4	42:16	65:13	206:7
210:18	87:20,22	44:7 56:9	<b>explored</b>	<b>factual</b>
211:13	88:5,13	97:19	196:5	156:13
<b>exchange</b>	90:19,23	<b>expect</b>	<b>Express</b>	<b>fair</b>
82:24	91:8	63:14	208:8	135:23
119:21	94:23	146:4,7	212:7	189:3
171:19	95:6	151:11	214:10	190:8
<b>exchanged</b>	106:18,	<b>expected</b>	<b>extant</b>	<b>falsify</b>
111:10	20,24,25	146:15	248:22	36:8
<b>excluding</b>	107:8	<b>expects</b>	<b>extent</b>	<b>familiar</b>
65:13	110:11,18	146:15	79:15	14:18,21
<b>exclusively</b>	114:13	<b>expense</b>	188:23	15:15
213:9	116:15	52:8	191:24	29:18
<b>excuse</b>	117:2	225:25	194:10,12	174:12
16:21	123:16	<b>expensed</b>	195:13	176:3
46:24	126:25	52:11	246:16	232:10
<b>Executive</b>	128:9	<b>expenses</b>	251:8	234:24
230:24	138:23	175:10	259:19	235:7
<b>exercise</b>	139:5	187:15	<b>extinguishe</b>	236:19
256:21	140:14	199:17	<b>rs</b>	238:17
<b>exhibit</b>	144:14	251:6	220:3	240:3
12:25	150:4	<b>expensive</b>	<b>extra</b>	<b>familiarize</b>
13:3	152:10	255:13,15	86:2	242:11
15:10,11	156:25	<b>expire</b>	244:7	<b>family</b>
17:4 24:6	158:8,12	36:12	<b>eyes</b>	176:14,15
26:24	160:23	<b>expired</b>	252:17	237:7
28:11,21	164:2	30:8		<b>Farhat</b>
32:23	166:4	193:17	<b>F</b>	225:3,4,5
33:8,11	168:22	<b>expiring</b>	<b>facilitate</b>	<b>fast</b>
46:9,17,	169:15	35:22	66:3	251:17
19 47:13	177:21	<b>explain</b>	<b>facilities</b>	<b>FCC</b>
53:3,4,24	179:4,6	58:4	45:6	254:14,25
54:20,21	207:8	60:21	<b>facility</b>	<b>FCS</b>
55:2	241:11,	75:22	45:7 74:8	9:18
56:24	13,18	211:25		10:4,6
57:3	247:10			11:10
	<b>exhibits</b>			
	13:13,20			
	258:5			
	<b>exist</b>			
	52:6			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: Fcs's.formed

29:22,24	211:21	<b>finally</b>	246:13	<b>Florida</b>
30:2,6,16	213:20	109:19		106:4
192:17,	214:5	233:2	<b>fining</b>	
20,22	253:10		246:2	<b>flow</b>
193:3		<b>finance</b>		143:17
194:8	<b>fell</b>	198:9	<b>finish</b>	
196:19	134:3	209:13,	9:3	<b>flows</b>
197:5,23	235:24	16,18	<b>finished</b>	191:16
200:15	236:2		225:21	<b>follow</b>
204:8,9	<b>felt</b>	<b>financed</b>		163:17
205:12	155:24	195:23,25	<b>fire</b>	
206:17	156:19	196:6	220:3	<b>follow-up</b>
207:12		209:14	<b>firm</b>	258:21
238:18,23	<b>figure</b>	<b>finances</b>	194:4	<b>for-hire</b>
239:8	50:15,17	198:15		27:8 28:8
240:7,11,	55:8 72:4	<b>financial</b>	<b>fit</b>	
23 241:9	75:24	195:7	151:24	<b>forced</b>
242:10,24	<b>file</b>	197:18	<b>FITZGERALD</b>	189:22
<b>FCS's</b>	14:8	204:10,	10:15	190:4
193:7	15:18	16,21	13:9	243:5
	189:25	205:5	24:17	<b>forces</b>
<b>features</b>		206:11	33:16	86:11
31:23	<b>filed</b>	208:2	47:17	<b>foreclosure</b>
	13:17		53:7,9	111:2
<b>fee</b>	14:8	<b>financing</b>	126:21	148:8
17:25	54:15	196:4,5	152:16,20	256:14
27:17,23		198:6,13	154:3	
28:2	<b>files</b>	209:8,19	166:8	<b>forgetting</b>
40:10	221:10		169:9	194:24
73:21,23	<b>filing</b>	<b>find</b>	179:7	<b>forgot</b>
76:11	54:14	36:2 82:7	241:19	204:11
91:24	74:24	89:20	242:3	
218:9	79:7,23	166:6	243:14	<b>form</b>
222:7	109:7	169:6	257:10	85:23
227:11,	189:12	172:2	260:3,14	158:9,13
17,18,21	212:16	177:24		207:25
229:2	227:2	179:5	<b>five-minute</b>	
	233:21	207:9,19	58:24	<b>formal</b>
<b>feel</b>	236:2	208:4		109:5
103:12	250:20	221:20	<b>flag</b>	
156:6	255:23		67:11	<b>formation</b>
		<b>fine</b>	89:19	79:23
<b>feeling</b>		132:4		87:7
243:21	<b>fill</b>	244:2,15	<b>flip</b>	94:20
	27:18	246:4	249:21	
<b>fees</b>	<b>film</b>		<b>floor</b>	<b>formed</b>
203:24	140:23	<b>fines</b>	34:11,12	84:4
209:24	141:6	243:22	237:4	86:15
210:2		245:25		150:19,21

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: forward..grew**

166:24	<b>frequency</b>	154:22,25	105:20	158:3
191:9	30:21,24	155:19	258:2	166:6
<b>forward</b>	35:6,7	180:8	<b>general</b>	179:5
153:20	<b>full</b>	232:6	64:12	190:17
209:7	163:9	237:21,22	173:4	229:20
<b>found</b>	210:22	238:12	<b>generally</b>	243:21
42:23	<b>full-time</b>	<b>furniture</b>	64:16	244:18
148:5	199:21	221:25	<b>generate</b>	<b>giving</b>
<b>foundation</b>	226:25	<b>future</b>	252:22,23	26:14
87:7	<b>full-year</b>	6:24	<b>generated</b>	136:14,15
<b>founded</b>	210:18	252:10,23	252:15	148:15,25
70:10	<b>fully</b>	254:2	<b>generates</b>	204:5
81:19	72:5		55:23	217:13
93:15,19	73:11,12	<b>G</b>	<b>generating</b>	<b>Global</b>
114:6,8	84:14		55:20	174:10,11
123:12,14	85:3	<b>Gale</b>	<b>generic</b>	175:3
133:10	86:16	41:17	193:22	176:24
160:8,12	253:3	43:17	252:5	231:3,23
173:14	<b>fund</b>	68:17	<b>gentleman</b>	<b>Gmail</b>
182:10	234:25	78:11	164:16	112:25
192:11,12	235:5,8,	92:12	176:19,25	<b>goal</b>
<b>founding</b>	9,11,16,	98:12,15	254:22	128:25
70:13	17	111:13	<b>gesturing</b>	<b>God</b>
81:22	236:18,	119:25	7:10	247:17
<b>Francisco</b>	20,22,23	130:20	<b>give</b>	<b>Godaddy</b>
19:10	237:9,15,	131:22	8:11 9:3	24:4
208:16	23,24	134:21,22	11:24	<b>godaddy.com</b>
<b>Frank</b>	238:9,15,	148:10	12:16	17:19
10:7	19 240:8	149:4,10	14:18	<b>good</b>
<b>fraud</b>	241:4	157:2,4,	28:9	5:2,19
200:15,22	243:20	7,9,11,	44:14	89:21
201:5,22	244:4,5,	14,15,19	45:11	150:14
202:13,15	12,17,18	158:10,	53:5 64:9	196:15
203:14	247:2,3	13,22,25	76:17	197:11
204:19,23	258:24	159:10,25	82:6	248:12,13
205:2,13,	<b>Fund's</b>	161:10,22	89:18	250:23,24
14,25	236:18	163:23	102:24	254:20
206:23	<b>funded</b>	180:20	115:15,16	<b>great</b>
<b>frequencies</b>	128:20	192:4	117:15	148:21
36:19	<b>funds</b>	248:2	149:23	<b>grew</b>
255:4,6,	45:20	<b>gas</b>	152:14	233:2
13	66:9,11	43:24	153:23	
	76:8	217:21		
		<b>gave</b>		

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: gross..impair

<b>gross</b>		<b>Harfenist</b>	201:6	248:10
45:9,19	<b>H</b>	194:5	255:5,6,7	<b>HQ</b>
<b>ground</b>		<b>head</b>	<b>highlight</b>	34:6
7:5	<b>half</b>	7:10	27:2	<b>humidity</b>
	49:6,25	<b>headaches</b>	<b>hijacked</b>	106:9
<b>grow</b>	60:3,4	30:13	105:19	<b>humidity-</b>
252:10	71:3,4	<b>healthy</b>	<b>hire</b>	<b>wise</b>
<b>GSL</b>	197:2	244:13	80:23	106:5
231:5	227:3	<b>hear</b>	<b>hired</b>	<b>hurry</b>
<b>guarantee</b>	<b>handing</b>	7:25	182:22	104:12
201:18	149:3	91:17	198:20	<b>husband</b>
202:9	<b>handles</b>	130:5	204:12,13	182:19,20
227:11,	81:12	<b>heard</b>	<b>hit</b>	<b>husbands</b>
17,18,21	121:17	22:19	197:8,15	182:19
229:2	159:18	130:3	233:18	
<b>guaranteed</b>	164:12	256:22	<b>hold</b>	<b>I</b>
227:22	226:8	<b>hearing</b>	10:8 98:4	
<b>guess</b>	<b>handy</b>	10:9	109:9	<b>idea</b>
7:17 8:4	242:23	<b>held</b>	165:3	23:18
25:6	<b>handyman</b>	5:6	<b>holding</b>	25:19
110:7	220:6	98:20,21	84:5	89:22
162:12,	<b>happen</b>	215:10	239:10	168:17
17,19	56:12	234:6	<b>holds</b>	<b>ideas</b>
182:13	237:2	238:9,11,	212:23	252:11
<b>guessing</b>	<b>happened</b>	25	215:6	<b>identificat</b>
162:9	75:20	<b>helped</b>	<b>homestretch</b>	<b>ion</b>
<b>guest</b>	137:2	134:9	241:17	13:5
255:21	142:13	142:18	<b>honest</b>	15:12
<b>guy</b>	205:9	143:17	85:16	57:5
193:5	214:17	<b>helpful</b>	<b>honestly</b>	158:15
198:20,	221:15	24:22	83:18	241:14
21,22	248:11	47:9	<b>hope</b>	<b>identify</b>
199:11,14	<b>happening</b>	148:24	250:19	67:10
200:6,10,	203:17	<b>Hey</b>	257:10	<b>illness</b>
12 201:19	<b>happy</b>	259:15	260:11	12:13
204:10,	8:4,16	<b>high</b>	<b>hoping</b>	<b>immediately</b>
12,21	32:21	143:9	10:23	9:2
205:4,15	42:2	196:21	134:11,14	202:2,3
206:11	<b>hard</b>	197:12	136:23	205:14
<b>guys</b>	47:3	<b>higher</b>	137:12	<b>impair</b>
16:21	89:18	73:21	142:16	
220:7				
254:17				



**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: impression..involved

12:16	228:22	<b>Injury</b>	<b>intentional</b>	17:12
<b>impression</b>	<b>increase</b>	235:8	<b>ly</b>	18:15
225:14	197:13	<b>input</b>	26:16	24:3
<b>inadvertent</b>	<b>incurred</b>	259:6	<b>interacting</b>	26:21
<b>ly</b>	83:2	<b>insider</b>	198:25	36:22,25
8:25	165:18	41:22	<b>intercompan</b>	<b>interrupt</b>
25:10	<b>independent</b>	144:2	<b>y</b>	226:10
26:13	67:7	164:18	82:21,23	<b>interruptio</b>
<b>include</b>	80:23	165:21,23	91:7	<b>n</b>
24:15	194:7	211:8	161:18	16:23
41:4	<b>Indian</b>	212:17	172:6	44:15
88:14,16	175:6,9	<b>insiders</b>	<b>interest</b>	126:22
<b>included</b>	<b>indicating</b>	66:15	24:12	149:25
25:4 26:9	102:3	190:11	73:22	158:5
32:15	<b>indirectly</b>	207:22	153:6,17	190:19
52:14	220:15	229:16	189:6	<b>introduce</b>
60:8	<b>individuals</b>	<b>inspections</b>	212:5	158:7
159:6	215:15	226:24	227:11	241:11
210:8,11	223:25	<b>instance</b>	228:5,7,	<b>investigate</b>
211:4	<b>industry</b>	218:21	8,11,15	85:20
229:16	18:23	<b>instituted</b>	229:6	<b>investigati</b>
<b>includes</b>	196:25	259:6	244:7	<b>on</b>
46:22	198:7	<b>instruction</b>	259:17	194:8
109:10	243:22	183:20	<b>interesting</b>	232:9
<b>including</b>	<b>infer</b>	<b>instruction</b>	161:19	<b>investment</b>
25:9	28:22	<b>s</b>	<b>interests</b>	68:12
43:22	<b>informal</b>	115:16	28:15	78:3
65:12,14	221:11	<b>insurance</b>	153:4	87:14
72:21	<b>information</b>	168:15	163:15	105:7
94:4	20:15	207:2	<b>interject</b>	116:11
109:12	26:16	209:13,18	188:23	126:15
112:13	57:12	212:2	<b>internal</b>	138:16
153:5	79:14	217:21	52:8	149:19
193:9,22	212:13	245:6	122:11	173:19
252:2	254:5	<b>intangibles</b>	<b>internally</b>	188:14
<b>inclusion</b>	<b>inherited</b>	28:15	118:23	247:25
85:17	133:22	<b>intellectua</b>	195:8	<b>investments</b>
<b>incorporate</b>	<b>initial</b>	<b>l</b>	<b>internation</b>	247:19,24
<b>d</b>	6:13	28:15	<b>al</b>	248:14
116:18	232:9	94:5	139:18	<b>invoices</b>
153:4	<b>incorrect</b>	140:20	<b>Internet</b>	48:22
<b>incorrect</b>	50:6	193:8	10:13	<b>involved</b>
				58:20

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: involvement..lady

62:24	<b>jobs</b>	<b>kind</b>	52:4,19,	7 166:10,
136:13	209:2	45:2 55:4	23 53:2,	12 167:14
206:22	224:7,17	97:25	11,25	169:11
235:20	<b>Joe</b>	109:24	54:6	170:10,13
<b>involvement</b>	182:20	151:21	55:12,16	173:25
63:7	183:3,9,	171:16	56:23	174:6,8
65:22	11,12	175:20	57:7	177:5
84:12	184:22	194:13	58:23	179:9
95:19	<b>Joe's</b>	<b>KMBS</b>	59:4,8,11	184:4,7
96:2	183:8	34:11,12	62:7,11	189:2,5
111:9	<b>join</b>	<b>knew</b>	63:23	190:8,9,
117:13	242:12	195:13	64:2	17,20
142:6,10	243:6	198:8,11	67:14,17,	194:22
151:6	<b>joined</b>	205:24	19 68:2,4	203:7,12,
<b>Island</b>	249:23	256:17	72:19,22	13 216:24
128:16	<b>joint</b>	257:8	76:23	217:2
247:18	153:6	<b>knowing</b>	77:4	221:6,17,
<b>issue</b>	<b>jointly</b>	198:7,8	79:12,18	21 228:4
216:14	5:24	<b>knowledge</b>	87:5,10	229:8,14
<b>issued</b>	<b>judge</b>	108:22	89:21,24	239:23
134:15	9:10	211:12	94:15,22	240:2
<b>issues</b>	<b>jury</b>	<b>Kozlowski</b>	97:5,7	241:10,
109:3	9:10	5:18,20	99:3,9	16,21,23
226:24	<b>item</b>	9:21,25	101:25	242:5,7
33:12,13	<b>K</b>	10:6,11,	102:4	243:17,18
34:3	<b>K-A-T-H-I</b>	20,25	103:5,9	256:16,25
97:12	46:2	12:24	104:14,16	257:15,17
236:11	<b>K-H-A-W-A-R</b>	13:6,10	107:11	258:13,
<b>items</b>	108:16	14:16	108:8,14,	17,20,22
26:8	<b>K-O-R-B-R-</b>	15:8,14	18,21	259:19,23
33:15,23	<b>A-T-I</b>	16:24	110:4	260:4,8
<b>J</b>	177:2	24:19	113:19,22	<b>Kraut</b>
<b>JB</b>	<b>Kathi</b>	32:9,13	115:2,5	194:6
231:7	45:23	33:4,6,	122:25	<b>L</b>
<b>job</b>	46:3	17,20	126:19,	<b>L-E-A-S-E</b>
122:14	58:11,14	40:25	23,24	71:12
136:14	<b>Khawar</b>	41:9	130:15	<b>L.A.</b>
187:11	16:15	43:4,7	131:20	19:10
	108:11	44:16	132:3,6	208:15
		45:12,16,	146:22	230:11
		24 46:25	147:4	<b>lady</b>
		47:6,12,	149:23	182:16
		20,22	150:2	
		48:4	152:18,21	
			154:5	
			158:3,6,	
			17 162:3,	

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: Laguardia..limousine.com.

<b>Laguardia</b>	99:16,17	<b>left</b>	186:16,	85:21
242:16	111:22	25:10	19,20,25	86:18,23
<b>language</b>	120:9	26:13	187:5,7,	87:8,11,
243:19	131:7,15,	140:13	12	21 88:10,
<b>larger</b>	19 157:17	153:18	253:10,	14,17
24:22	158:9,13,	233:23	16,25	250:7
<b>Las</b>	22 159:5,	239:2	<b>licensed</b>	<b>limonet.net</b>
230:24,25	6,9	<b>legal</b>	26:20	25:14,16
<b>late</b>	209:10,14	94:21	32:3	26:3,5
133:21	216:13,15	107:7	37:23	37:12
171:6	219:12	<b>legs</b>	38:2,25	251:21
<b>laughable</b>	220:16	8:15	39:3	<b>limonet.</b>
135:7	221:7,18,	<b>lending</b>	175:9	<b>net.</b>
<b>law</b>	23	202:24	187:2	25:13
36:9	<b>leased</b>	<b>length</b>	<b>licenses</b>	<b>Limousine</b>
236:15	157:10	165:24	30:14	5:22 6:7
<b>lawsuit</b>	<b>leases</b>	<b>lent</b>	35:16,18	25:3
9:18 10:4	73:3,14,	162:22	36:4	39:7,20
11:10	15 75:25	<b>letter</b>	140:25	44:10,11,
243:3,8	78:8	109:5	171:18	20,24
<b>lawsuits</b>	91:23	<b>liabilities</b>	175:6	45:15,18,
11:16,19	157:8	32:17	253:18	22 46:9
<b>lawyer</b>	159:9	46:11	254:3	57:23,25
202:12,20	216:4,12	<b>liability</b>	<b>licensing</b>	58:12
253:19	<b>Leasing</b>	168:18	38:15	88:15
254:25	65:9 89:5	<b>license</b>	139:22	106:21
<b>lawyers</b>	90:3,8,	27:3,5,	213:18	128:2
32:22	20,24	10,15,16,	<b>lie</b>	155:10,13
<b>leading</b>	91:2	17,19,22,	253:21,25	158:10,
247:15	92:4,16	23 28:4,	<b>lieu</b>	14,23
<b>learn</b>	93:15,25	21,23	111:2	230:7,10
36:25	94:10,21	29:5,10,	148:8	231:9,17
<b>lease</b>	249:11	13 30:2,	<b>limousine.</b>	<b>com</b>
31:19	<b>Leasing's</b>	5,11,18	17:7 18:4	36:24
41:16,18	92:10	31:22	<b>limited</b>	151:21
42:6	<b>leave</b>	32:5	194:9	251:20
43:14	59:12	35:10,13	<b>Limo</b>	252:6,9,
44:3	245:12	36:11	230:12,14	16
78:19	<b>ledger</b>	38:5	231:13,	<b>limousine.</b>
82:11	104:9	40:10,22	15,19,21	<b>com.</b>
92:21	173:4	41:4	<b>limonet</b>	24:10
	<b>ledgers</b>	170:2	83:13,15,	252:20
	85:15	175:8	23 84:5	
	104:13,15			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: limousines..long

<b>limousines</b>	90:20	10,11,20,	106:21	202:25
18:24	91:7	23 134:22	110:19	<b>loans</b>
231:5	95:9,11	139:3,13	114:14,15	61:2
<b>Lincoln</b>	104:12	140:16,17	115:10,	63:25
65:9 89:5	106:25	153:6	13,17,25	64:14,16,
90:3,8,	128:10	157:2,4,	116:3,6	19 66:4,
20,24	138:6,7,8	5,11	117:2,4	15 72:25
91:2	153:11	158:10,	123:17	75:2
92:4,10,	157:2	14,23	124:21,25	96:25
16 93:15,	160:2	159:2,10	128:9	114:15
25 94:10,	161:13	161:10	134:24	123:18
21 249:10	166:14	168:25	139:6	124:5,19,
<b>lines</b>	169:15	169:15	143:9	22 125:3,
18:24	178:3	216:2	147:5	5,8,16
140:23	179:19	<b>loan</b>	161:18,	135:2,19
171:17	<b>Listen</b>	60:16,22,	21,25	136:2,4,
193:12	201:13	23 61:2,	162:5,8	7,11,16,
199:3	<b>listing</b>	20,24	163:3,7,	20 143:13
<b>list</b>	88:3	62:5,9,	10,16,19,	144:6
56:25	<b>lists</b>	12,15,19,	22 172:6,	145:11,
57:3,18	33:21	22 63:8,	10,13,16,	15,18,22
58:2	90:2	12,15,17,	22,25	146:2,9,
83:10	152:12	19 64:4,	173:3	16,17
88:5	<b>litigation</b>	14,19	175:14,17	216:17
90:20	109:9	65:2,8,17	195:15	223:17,18
116:16	<b>living</b>	66:8,25	211:24	227:22
139:5	251:10,11	68:7	212:2	244:6,23
153:3	<b>LLC</b>	71:20,21	214:20	245:5
195:6	5:23 6:9	72:21,23	216:20,22	<b>local</b>
250:23	16:8	73:24	218:13	232:2
<b>listed</b>	59:15,19,	75:4,7,9,	223:22	<b>located</b>
24:8,10	20 60:13	12,15,19,	227:11	220:20,23
35:4	70:19,24	20,21	228:5,6	<b>location</b>
50:12	71:8,11	76:9 79:6	229:5	99:12,24
51:18	72:16	83:6,10,	233:5	248:13
53:17	82:12	12,22	245:8	<b>logged</b>
54:22	84:3	86:20	256:2	104:13
59:16	94:24	89:8 90:2	259:2,12,	<b>London</b>
60:13	95:2	91:10	16,18	230:17,22
65:3	104:20	95:7,11	<b>loaned</b>	<b>long</b>
71:7,9,20	106:18,	96:14	95:20	32:7
83:23	22,25	97:8	96:5,22	100:9
84:17,25	107:3,4,9	102:5,8,	124:17	128:16
85:11,14,	110:6,8,	14,17,21,	129:22	163:3
15 87:21		22,24	177:9	
		103:3	185:20	

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: long-term..management

188:4	124:16	46:2	157:25	66:13
192:8	129:11,12	<b>M-U-S-H-T-</b>	180:17,	73:19,25
201:21	134:10,13	<b>A-Q</b>	18,19	76:9,10
205:4	148:23	164:17	181:4	88:3
236:25	153:12	<b>machine</b>	<b>main</b>	102:20
247:18	196:9,15	105:18	131:14	118:5
<b>long-term</b>	209:4	<b>machines</b>	<b>maintain</b>	136:20
232:11	220:19	97:23	36:3	142:14
234:11	221:10,	105:15,16	56:20	150:15
235:4	12,16	106:2,3,	61:17	151:20
240:24	224:14	6,10	72:16	156:6
241:4	226:9	<b>made</b>	93:2,5	170:24
258:23	239:11	18:4,12	94:10	183:15
<b>longer</b>	246:3,16,	38:14	97:15	229:12
155:6	17,21	48:24	113:10	235:12
234:14,15	248:7,8,	49:9 55:4	171:7	251:12
<b>looked</b>	9,21	56:8	193:14	<b>makes</b>
56:6	253:2	61:20,25	233:6	67:9 73:5
196:7,12	254:9	62:5 64:3	238:2	<b>making</b>
197:11	255:6,7	66:15,17,	253:24	7:3 36:15
<b>lose</b>	<b>lower</b>	20 67:24	255:14,19	68:6
36:6	74:23	72:23,25	<b>maintained</b>	80:18
143:3	<b>LTSP</b>	74:19	70:6	115:24
152:8	240:5,15	75:20	<b>maintaining</b>	125:16
156:3	<b>lucky</b>	115:10	30:13	145:25
206:12	247:18	119:6	99:22	152:6
245:13	<b>lump</b>	124:5	101:7	205:11
<b>losing</b>	60:25	135:19	<b>maintains</b>	218:21
140:11	71:24	146:16	80:19	239:9
196:11	101:17	148:4	81:15	<b>manage</b>
197:23	114:15	175:14	182:6	77:11
<b>losses</b>	123:17	191:15	199:20	126:8
206:6	<b>lunch</b>	196:16	<b>managed</b>	
<b>lost</b>	251:15	207:21	<b>maintenance</b>	144:2
105:13	<b>luncheon</b>	212:15	129:24	220:13
244:8	107:15	223:15	164:13	224:19
<b>lot</b>	<b>lying</b>	243:2	168:10	226:15
36:14	146:21	244:3	210:15	<b>management</b>
49:10	253:24	245:20	222:8	39:18,24
96:7		246:25	<b>make</b>	40:6
105:13	<b>M</b>	247:19,23	8:10	218:14
106:9		<b>mail</b>	24:22	219:3,7,
119:9	<b>M-A-R-K-O-U</b>	157:24	59:6	9,14,18
		<b>mailing</b>	63:12	222:7
			65:5,11	

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: manager..misunderstood

<b>manager</b>	<b>Markou</b>	<b>member</b>	47:24	<b>ministerial</b>
16:6,8,20	45:23	16:9 95:2	48:9	136:14
226:6	46:3	110:11	49:6,25	<b>minuscule</b>
227:6,7	58:12,14	140:16	134:24	34:24
<b>managers</b>	<b>Marriott</b>	157:5	138:6,7,8	35:4
16:12,13	242:16	168:25	139:10	<b>minute</b>
<b>manages</b>	<b>match</b>	<b>members</b>	142:12	33:2
77:10	232:23	16:19	144:11,	67:15
126:7	<b>matching</b>	<b>memory</b>	12,13,16	152:14
<b>managing</b>	233:7	249:3	146:9	<b>minutes</b>
165:2	<b>material</b>	<b>mention</b>	147:25	8:21
227:4	125:19,	251:24	148:22	10:22
<b>Manhattan</b>	20,23	<b>mentioned</b>	149:2	14:19
137:6	<b>matter</b>	7:21	160:6,7	22:15
<b>manning</b>	7:18	21:4,16	196:14	57:21
187:20	188:3	22:4	197:24	258:15
<b>margin</b>	<b>matters</b>	32:14	206:3	<b>miscellaneo</b>
180:5	6:15,25	35:6	223:11,15	<b>us</b>
<b>marked</b>	<b>max</b>	36:23	233:2,24,	34:12
13:4	258:15	37:15	25 234:22	213:11,20
15:12	<b>meaning</b>	58:11	247:22	<b>misclassifi</b>
57:4	31:12,14	82:20	248:7	<b>cation</b>
158:15	91:18	<b>merging</b>	252:19	75:14
241:11,14	<b>meaningless</b>	242:15	<b>millions</b>	<b>mispronounc</b>
<b>market</b>	167:13	<b>message</b>	147:20	<b>ing</b>
86:11	<b>means</b>	10:13	<b>mind</b>	9:6
137:3,25	14:5,13,	<b>messages</b>	8:17	<b>missed</b>
148:17,18	14 223:10	31:11	190:15,18	33:17
198:12	247:25	<b>Met</b>	206:10	<b>missing</b>
233:9	<b>meant</b>	257:25	<b>mine</b>	34:20
<b>marketed</b>	91:19	<b>Miami</b>	80:2,5	<b>misspelled</b>
137:23	181:11	19:10	<b>miners</b>	71:15
160:3	<b>media</b>	231:20	97:23	<b>misspelling</b>
257:13	193:11	<b>Mian</b>	98:20	177:3
<b>marketing</b>	<b>meet</b>	127:11,	99:25	<b>misspoken</b>
19:7	56:9	14,15	101:10	22:18
20:14	<b>meeting</b>	133:18	<b>minimum</b>	<b>mistaken</b>
225:21,23	241:14	<b>middleman</b>	244:2	8:25
253:3,6	242:3,12,	119:4	<b>mining</b>	<b>misundersto</b>
<b>marketplace</b>	16,20	<b>million</b>	95:16,17	<b>od</b>
193:20		46:21,23	97:23	50:9
			166:24	
			167:6	

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: mixed..names

217:8	61:8,10,	25 206:6	205:13	<b>moved</b>
241:3	13 63:10	212:4	246:5	192:14
<b>mixed</b>	64:8,20,	216:10	249:22	<b>movies</b>
186:21,25	21 72:7,	222:21,	253:17	140:22
	8,9,12	22,25	255:2	141:2
<b>model</b>	73:17,19,	223:4,8,	<b>morning</b>	175:7
252:22	24 74:3	11,12,19	5:3,19	<b>moving</b>
<b>modificatio</b>	75:6,7,18	226:9	197:21	209:20
<b>ns</b>	76:4,16	227:4	<b>mortgage</b>	248:15
159:5	83:19	232:21	148:10	255:5
<b>moment</b>	86:13	233:3,12	159:21	<b>multi-</b>
7:2 20:7	95:20,22,	234:5	<b>Motors</b>	<b>member</b>
26:11	23 96:5,	236:5,6,	59:15,19	59:20
28:9	8,16,18,	12,14,17,	60:3,12	70:24
32:21	20,22	18 237:6	61:17	<b>multiple</b>
36:21	97:10,12	244:4,12,	62:16	30:14
41:13	101:19,21	22 245:8,	64:20	61:2
42:4	102:22,25	10,19	65:16,22,	64:12,14
44:14	103:21	247:2,5	25 66:13,	71:25
45:11	104:8	248:8,9	20 67:24	97:11
53:5 60:6	105:2,13	254:8,9,	69:9,12,	101:17,18
72:15	111:10	12 257:9	15,18,21,	114:15
74:11,22	115:6	259:15,16	24 70:3,	123:18
76:19	123:20,25	<b>monies</b>	10,16	135:2
77:15,23	124:7,8,	73:3	212:19	197:17
82:6	11,16,20	105:21	214:4,13	<b>Mushtaq</b>
84:23	125:19,	244:7	215:19	164:16
85:20	20,23	259:8	<b>Motors'</b>	
87:21	129:18,22	<b>month</b>	61:14	<b>N</b>
90:19	135:6,8	40:15,16	70:8,9	
107:12	137:22	55:24	214:5,11	
126:20	142:14	160:22	<b>Motors's</b>	<b>named</b>
140:15	143:18	170:15	68:16	164:3,16
149:23	147:16	180:8	<b>move</b>	176:19,25
158:3	148:7,13,	199:25	41:14	<b>names</b>
166:6	14 152:6,	233:15,16	53:3	19:25
167:22	8 154:11,	254:10	70:18	20:3,7
179:5	14 155:8	255:17	83:4 89:4	21:5
189:4	162:20,21	<b>monthly</b>	106:17	25:10
218:25	177:9,12	38:9,10,	163:25	26:21
260:3	185:8,10,	11 113:23	168:22	193:10,21
<b>Monday</b>	17,20	<b>months</b>	207:7,8	229:20
197:21	196:10,	126:4	212:11	251:19
<b>money</b>	12,20	201:2,23	229:8	252:2,8
36:14	197:23	204:20		
	201:2,7			
	202:7,24,			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: National..offers

<b>National</b>	77:12	<b>normal</b>	181:14	<b>obligations</b>
211:23		77:17	199:7	56:7,9
	<b>negotiation</b>		228:10,14	135:21
<b>nationally</b>	196:19	<b>notary</b>		148:23
154:24		5:5,15	<b>numbers</b>	155:7
155:14	<b>nephew</b>		13:12	156:8,15,
	224:4	<b>noted</b>	197:11	16 214:11
<b>nature</b>	225:5,25	108:3		215:2
65:21	226:17,19	260:16	<b>NY</b>	
84:11	230:21		21:18	<b>occasional</b>
85:12		<b>number</b>	249:23,	99:4
95:18	<b>net</b>	12:25	24,25	
111:8	218:9	13:13,21,		<b>occasionall</b>
117:12	<b>Network</b>	23 14:8,9	<b>nyblackcar</b>	<b>y</b>
	139:20	15:10	21:19	187:9
<b>necessarily</b>	141:16	25:5	22:6	
153:14	175:10	26:10,25	181:21,23	<b>occupancy</b>
		28:12,19		137:6,9
<b>necessity</b>	<b>newest</b>	33:12,13	<b>nyblackcar.</b>	<b>occupied</b>
103:12	159:9	38:6	<b>com</b>	222:9
<b>needed</b>		59:16	20:23	
64:7,8,9,	<b>nexus</b>	69:13,16	21:10,17,	<b>Odyssey</b>
21 95:21	67:2	70:21	19 22:24,	44:9,11,
97:13	<b>night</b>	74:25	25 23:4,9	17,19,24
100:18	257:24	78:24		45:14,18,
124:8,13	258:3	79:2,9	<b>nyblackcar.</b>	22 46:9
128:23		82:11	<b>com.</b>	57:22,25
129:11	<b>no-show</b>	84:15	20:5	58:12
135:21	244:10	85:22	<b>NYCR'S</b>	88:15,16,
171:20	245:2	86:5,17	237:9	20
219:25	<b>Nodding</b>	91:5,6		<b>offense</b>
252:8	7:10	93:3	<b>O</b>	8:5
		100:12,		
<b>negotiate</b>	<b>Non-elite</b>	17,19	<b>oath</b>	<b>offer</b>
200:4	122:7	107:2	7:7 9:8,9	12:25
		112:5,10,		15:9
<b>negotiated</b>	<b>non-</b>	12	<b>objection</b>	18:3,6,
62:12,15	<b>operational</b>	120:17,23	66:22	12,14,20
75:2	248:23	121:25	190:6	26:3
102:5,8	<b>Non-</b>	122:14		56:24
115:13,17	<b>publicly</b>	132:8,13,	<b>obligated</b>	138:10
125:5,8	153:3	14,15	213:21	
136:4,7		142:13,14	219:2	<b>offered</b>
145:15,18	<b>nonfunction</b>	144:18		18:8 37:5
163:19,22	<b>ing</b>	153:3	<b>obligation</b>	
172:13,16	88:17	161:5	137:16	<b>offers</b>
184:13,	<b>nonoperatin</b>	165:12	155:25	18:18,19
15,19,21	<b>g</b>	177:22	156:19,22	23:16
	150:24		203:2	198:5,12
<b>negotiates</b>				



**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: offhand..owned

<b>offhand</b>	<b>one-time</b>	106:6,10	<b>order</b>	83:19
228:10	38:8	126:5	36:3	148:13
	163:9	155:6	119:11	154:18
<b>office</b>		253:19,21	242:11	216:11
34:12	<b>one-year</b>			223:12,14
68:16,25	211:5,14	<b>operation</b>	<b>out-of-</b>	234:4,20
78:10,12		35:18	<b>state</b>	
86:23,25	<b>ongoing</b>	66:7	208:23	<b>owed</b>
87:3	38:9,10,	88:11,25		77:19
92:11	11 72:6	98:13	<b>out-of-town</b>	82:22
98:17	73:10	157:12	213:5	96:16,21
111:12	170:23	175:7	<b>outline</b>	103:21,23
119:24	180:10,13	180:5,13	52:24	105:2,3
130:19	185:24	191:2	<b>outsource</b>	147:24
137:6,10	245:17		88:25	148:14
143:20	<b>Onyx</b>	<b>operational</b>		154:12,
157:14,23	231:9	91:8	<b>outsourced</b>	14,20,22,
158:13,23		97:20,24	45:4	25 155:8
173:9	<b>open</b>	98:14	182:23	156:17,22
180:14,16	31:14			166:17
190:21,24	94:13	<b>operations</b>	<b>outsourcing</b>	180:9
	109:3	106:15	182:23	196:9
<b>officers</b>		141:8,9	<b>outstanding</b>	251:23
79:17	<b>opened</b>	155:6	56:7	
207:2,13	94:18	182:24	114:22	<b>owes</b>
	<b>operate</b>	187:22	203:2	84:8
<b>offices</b>	23:12	242:15		137:16
192:4	36:4,5,14	<b>operator</b>	<b>overdue</b>	142:12
194:18	42:24	129:14	155:4	147:20
219:12	98:11	188:25	<b>overhead</b>	148:7
<b>official</b>	189:25		197:13	222:23
5:20 6:4	254:10,11	<b>opine</b>		223:10
112:10,25		63:11	<b>overpaid</b>	
207:25	<b>operated</b>	<b>opportunity</b>	196:18,22	<b>owned</b>
	87:25	8:9 9:3		20:20,21,
<b>officially</b>	91:15	33:7	<b>overseas</b>	24 21:3
84:4	98:15		141:14	22:4,6,
	143:25	<b>opposite</b>	<b>oversight</b>	15,17,22,
<b>offset</b>	254:4	161:19	58:7,8,9	25 23:4
95:24			85:18	37:25
96:16	<b>operates</b>	<b>option</b>		48:22
157:20	18:22	189:16	<b>oversights</b>	59:22
	117:11	246:10	85:10	60:4 71:3
<b>offsite</b>	179:23			86:19
220:21	180:16	<b>options</b>	<b>owe</b>	88:21
		196:5	50:25	90:15
<b>omit</b>	<b>operating</b>	<b>oral</b>	51:3 52:5	92:4 95:4
26:16	36:13	175:23	75:6,18	110:14
<b>one-day</b>	88:7,10		76:16	
197:17	105:12,14			

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: owner..pause

116:23	173:13	255:6	245:3,21	<b>partners</b>
128:15	174:18		254:12	182:15,17
129:7,19	176:8	<b>pages</b>	255:16	183:10
130:4	182:10	47:18		
134:22	189:6	71:10	<b>Pamela</b>	<b>partnership</b>
140:17	199:12	94:5	206:21	84:3
143:25	230:3	159:7	<b>paper</b>	153:6
149:8,10,		165:11	48:6	178:9
11,12	<b>owns</b>	210:13		<b>parts</b>
151:8	22:12	<b>pagination</b>	<b>papers</b>	142:23
153:13	25:3,16	47:5	27:18	
156:18	27:11		<b>paperwork</b>	<b>party</b>
157:5,8	31:20,25	<b>paid</b>	30:13	35:24
165:25	32:14	17:23,24,		41:21,23
167:15,16	36:23	25 23:25	<b>paraphrasin</b>	42:6
169:2	45:22	27:14	<b>g</b>	43:14
176:13,15	86:18	37:21,24	64:22	44:8 46:5
178:12,23	88:18	66:8	<b>part</b>	115:21
193:3	92:4 98:7	74:21	28:16,17	125:12
	99:19	77:16	34:14	136:11
<b>owner</b>	100:5	103:4	58:6	145:22
58:12	110:24	105:25	151:20	172:20
77:7	123:3	109:21	164:21	
165:6	127:11	110:2	173:10	<b>pass-</b>
174:20	134:21	142:3,19	198:19	<b>through</b>
176:23	152:23	143:9,16	214:4,5	191:4
188:25	157:24	144:10	224:16	<b>passed</b>
196:19	164:15	150:13	227:18	133:20,
	169:25	154:13	228:3,6	22,24
<b>owners</b>	176:18	164:23	240:15	178:22
180:3	225:16	180:10,	243:10	254:19
<b>ownership</b>		11,12		
27:12	<b>Ozen</b>	185:5	<b>partially</b>	<b>passing</b>
39:17,23	178:13,	199:22	164:23,24	191:22
40:7	19,20,21,	211:13		<b>past</b>
57:17	25 182:16	214:3	<b>parties</b>	165:11
70:13		216:5	5:9 6:17	174:25
81:22		217:12	41:5	177:16
93:19	<b>P</b>	223:19	50:25	207:4
114:6		227:20	51:3	229:8
123:12	<b>P-O-U-Y-A</b>	233:12,	52:5,6	249:9,18
127:6	231:11	24,25	99:16	
130:9	<b>p.m.</b>	235:15	<b>partly</b>	<b>patents</b>
133:8,12,	107:15	239:2,3,	65:24	24:8 25:8
14 151:12	108:3	4,12,20,	81:2	193:9
153:17	260:16	21 240:17	<b>partner</b>	<b>pause</b>
160:12	<b>pack</b>	244:10,24	133:21	173:23
				210:12

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: pauses..phone

<b>pauses</b>	220:4	61:2,4	<b>pending</b>	<b>Perlstein</b>
99:4	222:11	66:14,17,	5:24	194:3,6
	225:11	21 67:3,	8:19,20	
<b>pay</b>	230:23	25 71:25	58:6	<b>permission</b>
21:22	233:13	76:9,10		233:4
27:17,21,	235:17	101:17	<b>people</b>	<b>permit</b>
23 37:19	237:6,10,	208:18	220:6	205:25
38:4 40:9	16,21	209:10	<b>percent</b>	<b>person</b>
45:8,21	244:6,11	211:13	59:22,25	5:12
55:18	246:6	218:22	77:7 92:7	26:21
64:9	251:7	229:15,23	110:14	63:4
68:21	253:10,12	235:23	116:23	108:22
69:3		236:4	119:23	204:13,
78:15	<b>payable</b>		127:8,11	16,22
92:16	73:12	<b>payroll</b>	137:8,9	205:5,18
105:20	82:22	164:24	140:17	206:11
111:17	169:20	168:15,19	152:23,24	
120:5	171:24	171:3	157:5	<b>personal</b>
123:5		199:16,19	167:17	6:20 12:3
130:25	<b>paying</b>	220:5	174:20	80:6,8
136:24	102:23	225:25	176:14,	100:21,22
137:12	140:3,4	226:22	15,18,23	109:15
138:20	143:13	227:3,20	178:12,13	112:14,
143:18	179:25		191:16	15,17,21
146:12	180:6	<b>pays</b>	203:24	201:18
148:20,22	201:14	155:15	210:2	202:9
149:14	218:20	171:5,9	217:16,18	
154:13	222:6	175:10	245:10	<b>personally</b>
155:2,22,	233:14,	185:25		67:7 81:5
25 156:7,	16,18,22	213:2	<b>percentage</b>	96:5
20 157:19	234:18	214:25	228:11	113:2
160:17	251:3	216:16		124:17
168:15,16	259:17,18	219:22	<b>perform</b>	153:13
170:14		226:8	168:9	222:25
171:4,8	<b>payment</b>	<b>PDF</b>	171:6	227:21
181:2	38:8,9,14	13:14,23	<b>performed</b>	<b>perspective</b>
208:18,23	45:17	17:2	136:19	156:14
209:23,24	73:6	33:14		
213:5,9,	209:14	47:3 53:6	<b>period</b>	<b>petitions</b>
11,17,19	212:20	60:9	9:24	109:8
214:10	213:17	71:10	55:24	
216:16,	216:3	82:4 83:7	180:7	<b>phone</b>
21,22	217:5	153:21	210:19,21	31:10
217:17,	225:25	208:3	211:5,14,	69:13,16
18,20,22	245:6		16 234:18	78:23
218:3		<b>PDFS</b>	257:5	79:9 93:2
219:13,17	<b>payments</b>	13:22	<b>periods</b>	100:12,
	36:16		211:17	17,19
	38:10,11			

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: phones..professional

112:5,9,	<b>plans</b>	<b>possibly</b>	257:19	65:7
11,16,17	252:11	6:24	<b>presented</b>	89:11,13
120:16,23	<b>plates</b>	76:16	189:16	119:7
121:11,14	214:7	206:9	<b>preserved</b>	183:4,5
132:7,12	<b>platforms</b>	<b>Post-it</b>	109:16	<b>priority</b>
144:18	139:21	89:19	<b>president</b>	224:9,11
181:14	<b>plumbing</b>	<b>post-</b>	93:23	<b>privileges</b>
200:4	222:10	<b>petition</b>	224:3	257:21
<b>phones</b>	<b>point</b>	255:22	<b>pressure</b>	<b>problems</b>
43:22	33:10	256:19	196:23	119:9,12
191:21	35:7 56:5	<b>potential</b>	<b>pretty</b>	<b>processing</b>
255:11	109:18	252:9	257:7	141:16
<b>phrase</b>	141:4	<b>potentially</b>	<b>previous</b>	<b>produce</b>
7:14	161:2	38:22	50:11	146:25
<b>Physical</b>	207:4	<b>Pouya</b>	118:2	<b>produced</b>
34:9	249:2	231:11	122:4	108:25
<b>picked</b>	<b>pointed</b>	<b>practical</b>	159:8	<b>production</b>
250:12,16	51:4	67:10	246:14	32:11
<b>picking</b>	<b>policy</b>	136:21	<b>previously</b>	41:2 43:5
141:14	207:2,13	<b>practically</b>	9:17	45:13
<b>picture</b>	209:14	130:11	11:4,8	54:2
86:7	<b>portal</b>	<b>precise</b>	96:21	55:13
<b>pinch</b>	122:9	48:5	108:5	62:8
95:22	<b>portion</b>	<b>predate</b>	119:7	63:24
<b>place</b>	35:10	184:24	122:23	72:20
92:12	49:17	<b>premises</b>	124:6	79:13
106:5,9	137:15	131:15	133:22	87:6
111:13,14	157:20	192:9	169:23	94:16,19
117:15	176:11	<b>premium</b>	216:10	97:5
179:5	222:6	209:18	<b>price</b>	102:2
<b>placeholder</b>	228:25	<b>prepare</b>	105:23	103:6,8
67:11	<b>position</b>	257:22	106:11	104:15
<b>plan</b>	211:7	8:8 57:11	129:10	109:17
128:22	222:3	195:8	196:22	115:3
149:13	225:19	<b>prepared</b>	<b>primarily</b>	146:22
232:12,15	<b>positive</b>	195:8	208:23	162:4
234:11,14	130:11	<b>presence</b>	<b>principal</b>	170:11
235:4	<b>possession</b>	14:12	67:6	184:5
240:4,8,	79:16	<b>present</b>	<b>principals</b>	221:18
20,22,24,	<b>possibility</b>	109:24	58:15	239:24
25 241:4,	162:23	242:17	<b>prior</b>	259:21
5 258:24				<b>professiona</b>
				<b>l</b>

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: profit..quick

5:4	251:4	118:15,23	184:25	7:13,17
251:25	257:11	119:6,13	195:12	8:2,18,
<b>profit</b>	<b>property</b>	122:10	<b>purchased</b>	19,24
45:10,20	28:16	123:8	128:17	21:12
170:24	41:17	128:25	129:9,10	24:25
179:19	43:18	131:3	205:12	26:9,14,
180:5	94:5	141:24		17 28:12,
185:25	110:24	142:25	<b>purpose</b>	19 34:3
191:3,15	128:15	143:5	19:11	41:25
	134:18,21	145:5	112:11	47:14
<b>profitable</b>	137:4,11,	155:14,19	136:22	50:6 54:9
66:6	24 138:4	160:14	244:13	55:22
126:2	140:20	171:9	247:6	64:17
143:13,15	148:9,11,	183:19	<b>purposes</b>	67:22,23
146:11	14,25	195:3	113:10	68:3
175:12	149:2,5,	213:6	129:6,7	100:7
188:6	7,14	219:8	191:10	118:2
251:6	157:9,24	232:3	220:22	135:7
<b>profits</b>	159:25	<b>provided</b>	<b>pushing</b>	153:2
167:25	160:2,5	80:11	229:10	163:17
168:2,7	162:20	119:17		186:5
<b>program</b>	192:5	134:13	<b>put</b>	210:21
235:20	193:8	143:14	34:23	219:5
238:2	248:4,5,	144:7	37:6,9,12	258:21
241:6	12	151:15,	95:23	<b>question/</b>
245:16,18	<b>proposal</b>	18,19	105:17	<b>answer</b>
246:15	237:13	154:21	122:13	242:21
<b>programs</b>	<b>proprietary</b>	155:23	124:12,16	<b>questioned</b>
232:7	122:18	194:10	161:4	201:3
		259:7	166:25	<b>questioning</b>
<b>progressive</b>	<b>prospective</b>	<b>provider</b>	167:10	67:12
<b>ly</b>	20:16	24:3	212:3	<b>questions</b>
7:24	<b>protect</b>	<b>providing</b>	222:23,25	6:13 7:6,
<b>project</b>	206:3	139:17	227:22	9 8:7
86:5 87:2	<b>protocol</b>	140:10	237:4	12:22
<b>promise</b>	66:23	141:10	247:21	26:17,25
241:17	67:9	143:2	248:8	66:24
<b>proofs</b>	<b>provide</b>	156:20	255:7,16	99:6
239:17	7:19	187:16	<hr/>	108:23
<b>properly</b>	70:15	<b>public</b>	<b>Q</b>	247:11
91:17	81:24	5:5,15	<b>quarter</b>	251:14
233:21	93:22	<b>pull</b>	55:24	259:25
<b>properties</b>	101:13	177:21	259:8	<b>quick</b>
129:19	114:10	<b>purchase</b>	<b>question</b>	36:25
	117:19			

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: R-A-W-A-L..records

229:12	<b>Rawal</b>	201:2	110:20	<b>recess</b>
	164:3,7,	<b>reason</b>	114:14	33:3
<b>R</b>	9,11,15	8:16	117:4	59:10
	165:6,12,	12:20	128:9	107:15
	21	30:10	134:25	174:5
<b>R-A-W-A-L</b>	167:22,25	54:23	139:6	203:11
164:4	168:9	62:4 88:4	200:24	258:19
<b>radio</b>	210:14,	156:6	<b>receivables</b>	<b>recognize</b>
30:21,24	17,23	168:20	55:7	57:8
35:6,7,11	211:4,8,	187:17,20	64:14	<b>recollectio</b>
36:19	14	242:19,25	65:2	<b>n</b>
39:6,7,13	218:13,	243:2	71:20	7:20 8:12
212:20	17,22	244:9	83:6,11	12:21
253:9,11	219:3,4,	254:3	89:8 95:7	66:19
254:11	7,8,14,	<b>recall</b>	109:21,23	84:22
255:8,15	17,24	17:14,22	117:2	92:5,9
<b>raise</b>	220:13	21:5	139:6	203:20
201:25	222:6	27:14	195:6	<b>reconvene</b>
205:17	<b>RE's</b>	30:7	203:18	174:2
	111:12	57:23	<b>receive</b>	<b>record</b>
<b>raised</b>	115:7	66:16	31:16	7:21
202:3	130:16,19	85:13	45:17	10:19,21
205:14,	135:15	93:20	76:4	11:5
15,20	143:21	195:10	119:20	16:22
<b>raises</b>	<b>read</b>	202:19	198:5	26:12
244:16	50:9	215:8	213:25	33:2 59:9
248:20	67:23	<b>receivable</b>	224:7	67:15,18
<b>ran</b>	104:25	46:22	<b>received</b>	107:12,14
224:19	194:14,16	47:14	23:15	126:20
<b>range</b>	243:25	48:13	26:2 76:8	132:5
11:25	244:3	60:16,22	175:17	140:15
18:2	247:17	65:8	177:12	158:8
113:25	249:22	71:21	210:17	242:19
199:8	<b>real</b>	74:12,13	212:19	<b>recorded</b>
234:23	110:24	75:9,12,	222:14	7:11
255:7	128:6	13,16,17,	225:10	96:14
<b>raspier</b>	137:23	19 83:12,	227:9	124:20
7:25	138:21	22 90:2	232:21	<b>Recording</b>
<b>rate</b>	251:3	91:11	239:4,19	34:7
73:22	256:12	94:8	<b>receiving</b>	<b>records</b>
137:6,9	<b>reality</b>	95:12	216:2	56:16,21
228:11,16	130:13	97:9	<b>recent</b>	62:8
<b>rates</b>	196:17	101:16	138:5	81:15
197:15	<b>realized</b>	104:3	249:3	102:2
		106:21		

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: recover..repair

104:6	248:15	<b>reimburses</b>	<b>Relative</b>	<b>rendered</b>
147:2	249:22	214:13	224:2	217:6
182:7	<b>referenced</b>	<b>relate</b>	<b>relaunched</b>	<b>renew</b>
233:6	28:20	195:2	252:24	35:21
<b>recover</b>	<b>references</b>	240:22	<b>remain</b>	253:23
137:5	19:14	<b>related</b>	205:5	<b>renewable</b>
142:16	250:4	6:15,25	<b>remained</b>	254:14
148:5	<b>referred</b>	39:13,20	205:21	<b>renewal</b>
202:6	109:14	40:2	<b>remaining</b>	253:12,18
<b>recoverable</b>	112:13	44:12,24	211:17	<b>rent</b>
73:11	217:15	46:3	<b>remedies</b>	27:10
<b>recovered</b>	<b>referring</b>	58:14,20	256:21	31:18
137:7	119:21	60:7 62:9	<b>remember</b>	68:21
233:21	217:10	63:4,24	11:13	69:3
<b>recovering</b>	248:14	81:4	16:18	78:15
7:22	<b>refinance</b>	87:6,9	18:13,25	92:16
<b>recovery</b>	162:20	90:8 97:6	24:5 30:9	111:17
220:22	<b>reflect</b>	166:20	32:7	113:12,
<b>redo</b>	62:4	170:5	38:16	15,23
252:21	104:9	176:21	42:25	120:5
<b>redoing</b>	191:13,14	178:25	61:12,23	129:18,20
253:5	<b>reflected</b>	200:7	62:3	130:25
<b>reduced</b>	104:5,7	214:2	63:13	138:20
138:7	<b>reflects</b>	224:3	68:8	142:19,
227:2	86:14	<b>relates</b>	70:14	23,25
<b>reducing</b>	133:11	240:23	79:11	143:16
204:4	<b>refresh</b>	<b>relation</b>	81:20,23	146:12
251:5	84:22	230:18,20	83:16,17	157:19,21
<b>refer</b>	<b>refused</b>	<b>relations</b>	84:14	159:19
6:3,5,9	134:4	199:21	86:16,21,	160:17,20
13:12	245:2,3	226:23	22 91:14	161:13
29:21	<b>Registered</b>	227:7	134:8	<b>renting</b>
112:21	5:4	<b>relationshi</b>	160:21	18:23
118:11,	<b>reimburse</b>	<b>P</b>	165:17,20	<b>rents</b>
19,24	215:17	41:11	198:14	137:2
119:8	<b>reimbursed</b>	45:2	202:14,22	143:19
192:16	214:8	76:14	232:17	157:23
241:5	<b>reimburseme</b>	180:10	245:21	<b>repaid</b>
<b>reference</b>	<b>nt</b>	224:12	251:20	63:14
6:4,6	226:2	<b>relationshi</b>	<b>remotely</b>	144:6
14:9		<b>ps</b>	5:9	146:5
59:14		155:18	<b>remove</b>	<b>repair</b>
		198:24	168:18	129:3,16
		206:5		

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

March 13, 2024  
 Index: repairs..Rosenthal

224:18,19	106:7	135:2	201:17	<b>revoked</b>
249:13	108:17	218:7		189:23
<b>repairs</b>	113:17	222:25	<b>responsible</b>	
128:24	122:21	229:2	219:13,17	<b>ride</b>
129:23	130:12		<b>responsive</b>	122:17
164:12	167:4	<b>request</b>	34:21	232:19
244:24	194:15	57:12		<b>riders</b>
	201:11	232:16	<b>rest</b>	250:12
<b>repay</b>	216:18	<b>require</b>	206:13	
146:8	220:25	186:16	260:11	<b>rides</b>
214:20		207:14	<b>restart</b>	19:7
	<b>reporter's</b>		237:23	154:23
<b>repayment</b>	108:15	<b>reread</b>		213:6
65:16	<b>represent</b>	67:22	<b>restroom</b>	<b>rights</b>
77:13	5:20	<b>resolved</b>	8:14	202:20
103:18	48:12	10:24	<b>result</b>	<b>rise</b>
104:19	55:6	<b>resources</b>	192:24	76:17
116:5	57:15	150:16	199:10	<b>risk</b>
126:9	60:25	152:4	<b>resume</b>	206:13
137:15,18	67:4	186:3,7,	67:12	227:23
147:9,11	71:24	10 224:15	<b>retainer</b>	<b>role</b>
218:13	75:16		199:18	6:15 63:6
<b>repayments</b>	97:9	<b>respect</b>	<b>retire</b>	198:21
211:24	114:14	43:17	236:24	224:5
<b>repays</b>	115:20	62:19,22		
74:8	123:17	63:7	<b>return</b>	<b>room</b>
	125:11	64:19	136:25	5:8 99:25
<b>repeat</b>	136:10	65:2	<b>returns</b>	206:19
8:3 21:11	145:21	102:14,17	149:3	226:15
39:8	172:19	<b>respond</b>	<b>revenue</b>	<b>Rosenthal</b>
61:22	209:9	65:12	55:19,23	58:7
80:4	<b>representat</b>	<b>responding</b>	56:6,8	111:3
186:5	<b>ive</b>	9:3	142:20	147:21
<b>rephrase</b>	200:11	<b>response</b>	175:10	148:9,15
7:16	<b>represented</b>	25:5 26:9	188:4	149:3
24:24	62:18,21	50:5		166:17,25
28:25	102:11,16	57:11	<b>review</b>	167:10
41:25	163:6,14	93:12	8:9 33:8	195:16,
<b>reporter</b>	184:8	104:18	<b>reviewed</b>	19,22
5:2,4	193:23	153:18	195:4	196:10
7:8,12	<b>representin</b>	<b>responses</b>	257:24	201:7,9,
9:19 10:5	<b>g</b>	34:5,18	258:3,4,8	13,25
51:24	83:25	54:8,11	<b>revising</b>	203:3
67:21	<b>represents</b>	<b>responsibil</b>	162:16	205:15
76:23,25	124:11	<b>ity</b>		207:13
104:25				251:13,23



SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: Rosenthal's..search

256:5,17	17	126:7	175:3	154:2
257:2,3	<b>RQ</b>	180:4	176:24	160:24
<b>Rosenthal's</b>	32:9	230:21	<b>Satellite</b>	161:7
255:25	40:25		174:11	165:9,10
<b>Roughly</b>	43:4	<b>S</b>	<b>satisfy</b>	166:4
160:21	45:12		135:21	169:4,8
<b>route</b>	52:19,23	<b>S-H-A-M-S-</b>	148:15,23	179:6,10
121:20	53:25	<b>H-A-D</b>		229:17,22
<b>routed</b>	55:12	108:16	<b>save</b>	<b>scheduled</b>
122:6	62:7	<b>sake</b>	156:4	32:25
<b>row</b>	63:23	108:15	187:15	33:11
155:10	72:19	<b>Salah</b>	<b>saved</b>	75:9
<b>Royal</b>	79:12	225:24	232:18	154:6
20:20,25	87:5	227:6	<b>saving</b>	<b>schedules</b>
21:8,14,	94:15	<b>salary</b>	232:15,24	13:4
20,23	97:5	199:5	234:2	15:12
22:5,15	101:25	224:21	240:21,	32:16
23:2,4,11	103:5	227:10,	22,24,25	46:10,19
29:16	104:14	14,15,19	<b>savings</b>	47:15
42:17,18,	108:21	<b>sale</b>	232:11	48:18
22,23	115:2	37:7,10,	234:11,	49:7
44:5 45:3	146:22	13 160:2,	14,25	53:13
177:18,22	162:3	3 204:3,4	235:4,5	85:9
178:11,	170:10	205:8	240:4,8,	103:22
21,23	184:4	235:25	14,19	229:22
179:14,24	221:17	<b>sales</b>	241:4,5	<b>screen</b>
180:14,15	239:23	189:21,23	258:24	13:7,15
181:7,10,	259:19	235:13,25	<b>SC</b>	24:20,21
11,13,16,	<b>rules</b>	236:8,16	59:22	27:2
22,23	7:5	<b>salesperson</b>	<b>scared</b>	34:16
182:3,11	<b>run</b>	206:19,21	233:9	47:11
183:20,23	119:2	<b>Sam's</b>	<b>scenario</b>	57:2
184:8,20	126:8	231:13	76:14	59:13
185:5,12,	183:3	<b>San</b>	163:11	158:7
17,20,23,	191:12	19:10	<b>schedule</b>	177:25
25 186:2,	209:5	208:16	47:8	207:9
6,9,15,18	229:11	230:13	60:11	208:4
187:6,11,	232:5	<b>sanctions</b>	82:5 83:6	<b>scroll</b>
24 188:6,	<b>running</b>	105:18	89:6 90:2	159:6
9,15,25	101:9	<b>Sat</b>	110:18	<b>SD</b>
189:4	140:3	174:10	122:17	230:12
191:11,14	165:2		152:11,12	<b>search</b>
249:25	253:15		153:25	37:2
250:5,12,	<b>runs</b>			169:5

**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: seconds..shooting**

<b>seconds</b>	86:3	<b>service</b>	198:23	120:22
190:17	109:4	20:15	210:15	126:12
	141:16	73:23	214:7	133:25
<b>Secretary</b>	223:11	74:2 92:2	217:4,5	138:11,15
79:8,25		117:20,23	219:3,9,	149:16
<b>secrets</b>	<b>sense</b>	118:7,8,	14,18	158:7
24:9 25:9	67:9 86:8	9,15,16,	230:14	167:24
	142:18	20,23,24,		168:7
<b>section</b>	150:15	25 119:7,	<b>set</b>	173:16
53:4	156:7	13,17	41:13	174:18
210:8,11,	196:18,19	129:2	66:23	175:20
14 211:5	244:17	154:22	119:15,19	176:8
212:12		155:14,	148:11	177:25
<b>security</b>	<b>separate</b>	20,23	151:23	179:20
238:18,22	6:21	208:17	<b>setting</b>	182:21
240:7	54:22	211:19,20	44:2,4	186:2,6,
	55:7	231:15,19		9,12
<b>Sedan</b>	56:20	244:14	<b>Shamshad</b>	188:8,14
192:16	61:18		16:16	190:21
193:19	71:13	<b>serviced</b>	63:3	191:3
	87:3	154:23	76:22	207:8
<b>Sedans</b>	119:15	<b>services</b>	77:2	
29:19	121:24,25	5:23 6:9	80:5,19,	<b>shared</b>
192:17	138:13	31:11	25 81:4,	13:14
<b>seek</b>	147:18,25	118:12	7,14,17	59:13
198:5,12	165:25	119:3	84:20	143:22
202:6	187:14,	121:9	108:11	
	17,20,21	128:24,25	114:25	<b>shareholder</b>
<b>segregated</b>	234:3	139:18,22	133:5	<b>'s</b>
234:7	236:10	140:9	163:2	128:19
238:12,13	244:4	141:10,	172:4	<b>shareholder</b>
245:20	247:2	12,13,23,	<b>Shamshad's</b>	<b>s</b>
247:7	<b>separately</b>	25 142:3	80:3	130:9,10
<b>self-</b>	50:12	143:2,5	<b>share</b>	178:10
<b>explanatory</b>	227:20	151:16,	13:6	<b>shares</b>
216:9	<b>serve</b>	18,19	39:17,23	128:18,21
<b>sell</b>	198:22	156:21	40:6	133:23
136:23		168:10,17	45:9,19,	134:5,6,
149:13	<b>served</b>	169:21	21 68:9,	15 180:5
252:12	224:8	170:5,7	18,24	230:3
	244:13	171:10,	69:2	<b>sharing</b>
<b>selling</b>	<b>servers</b>	11,25	77:24	138:14
18:23	34:6,9,10	177:19	86:23	185:25
251:4	220:20	178:12	87:11,14,	
254:19	221:2,3,	179:14	17 105:4	<b>shooting</b>
<b>send</b>	13	186:15	116:8	242:22
31:11		187:16,19		

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: shop..Soundview

<b>shop</b>	<b>Shuttle</b>	155:17	<b>small</b>	<b>sons</b>
129:3,16	231:9		58:5,8	133:25
198:11		<b>similarly</b>	66:7	
224:19,20	<b>Siberia</b>	31:10	91:24	<b>Sort</b>
249:13	105:16	155:12	249:10	66:7
		236:17		
<b>Shore</b>	<b>sic</b>		<b>Smith</b>	<b>Sound</b>
34:5	181:7	<b>simple</b>	231:17	169:12
	236:24	235:13		249:11
<b>short</b>	<b>Siddique</b>	<b>simply</b>	<b>sneeze</b>	<b>Soundbit</b>
162:19	127:15	7:25	7:23	166:13,19
<b>shorthand</b>	133:18	181:4	<b>social</b>	<b>Soundview</b>
110:7		188:23	193:11	31:22,24
	<b>side</b>			35:17
<b>shot</b>	82:22	<b>single</b>	<b>software</b>	36:12,16
125:24	163:6	48:13	31:21,23,	37:15,17,
233:14	170:20	95:2	25 34:5	19,25
	225:23	110:11	37:16,17,	38:14
<b>show</b>		140:16	25 38:15,	40:10,22,
47:25	<b>sides</b>	157:4	20,22,25	23 41:11
54:3	187:15	168:25	40:11,22	94:24
239:19			41:3	95:9,12,
<b>showed</b>	<b>sign</b>	<b>sir</b>	123:2,6	15,19
228:9	15:5 16:3	15:17	169:25	96:9,15,
	253:20		170:5,15	18 97:3,
<b>shows</b>	<b>signal</b>	<b>sit</b>	171:7,18	11,15,18,
47:23	141:14	12:19		21 98:4,
51:12				7,11
83:21	<b>signature</b>	<b>site</b>	<b>sold</b>	99:23
106:20	14:22,25	37:2	182:21	100:5,11
140:22	15:3,6,	<b>sitting</b>	183:4,11,	101:2,12,
141:2	21,25	49:11	12 248:16	14,22
152:22	16:4	52:11	249:2,4,	102:9,16,
		91:6	8,18	24
<b>shut</b>	<b>signed</b>	<b>situation</b>	257:11	103:19,24
106:2	111:2	161:20	<b>sole</b>	104:20
129:16	148:8		119:2	105:5,11
140:2	<b>significant</b>	<b>skip</b>	168:14	107:3,9
143:3	251:22	99:5		110:8,10,
150:8,16	<b>signifies</b>	<b>skips</b>	<b>solely</b>	23 111:9,
152:4,8	14:6,7	28:17	42:3 51:2	12,25
155:3,20			191:9	112:4
234:15	<b>similar</b>	<b>Skyline</b>	<b>solid</b>	113:6
252:13	15:18	231:15	138:9	114:2,11
	18:19			115:7,18
<b>shutdown</b>	20:6	<b>slow</b>	<b>solve</b>	116:9
205:9	31:10	47:3	119:11	122:20,23
<b>shutting</b>	45:2	<b>slowly</b>	<b>son</b>	
143:10	53:23	204:6	134:4	

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: space..stop

123:3,5	143:22	<b>spend</b>	133:21	253:20
138:24	157:16,	150:15	<b>start</b>	259:7
139:3,7,	21,23,25	<b>spending</b>	7:4	<b>states</b>
12,13,15	158:23	152:4	169:18	244:21
140:16,19	173:10	227:5	207:24,25	<b>stating</b>
142:6,10,	180:21	254:8	212:18	156:5
11 143:12	181:4,8	<b>spent</b>	227:13	<b>stations</b>
144:5,17	190:21,24	86:13	236:25	187:21
145:8,12,	220:17	<b>spill</b>	252:6	254:11
19 146:8,	221:23	46:17	253:6	<b>status</b>
10 147:6,	222:5	<b>spite</b>	<b>started</b>	109:23
12,17	<b>speak</b>	250:21	17:12	180:9
148:2,21	7:24	<b>split</b>	139:17,23	<b>statute</b>
149:6,10,	172:4	47:18	142:15	253:16
12,17	191:20	<b>spoke</b>	152:7,8	<b>stay</b>
168:23	254:22	35:25	166:23	205:25
169:7,13,	256:7	202:19	178:21	247:9
14,17,24	<b>special</b>	254:25	224:13,	252:7
171:4,8,	226:8	<b>spoken</b>	23,24	<b>stayed</b>
10,17,20	<b>specific</b>	254:15	232:16	197:7
172:7,10,	7:19,20	256:7	233:14,16	<b>staying</b>
17 173:8,	212:10	<b>spread</b>	243:8	246:15
11,13,16	<b>specificall</b>	144:14	249:11	<b>starts</b>
175:5	<b>y</b>	<b>squared</b>	253:3	212:13
176:2	37:22	239:6	<b>state</b>	49:4
177:6,10,	65:15	<b>staff</b>	5:5 9:15	117:23
12,15	75:5,21	31:13	11:6	245:19
214:19	175:8	55:5	79:8,25	<b>STENOGRAPHI</b>
215:2	223:6	170:25	134:5	<b>C</b>
222:12,14	<b>spectrum</b>	<b>stamp</b>	150:19	5:2 9:19
223:2	35:11,17	14:12	189:21	76:25
248:4	36:16	15:18	235:16,25	108:17
<b>space</b>	253:9,11	<b>Standard</b>	236:15	113:17
18:22	<b>Spectrum's</b>	158:9,12	247:14	<b>stipulate</b>
68:18,23	36:12	<b>standing</b>	<b>State's</b>	5:10
70:7	<b>speech</b>	197:6	236:17	<b>stock</b>
71:12	243:10	<b>stands</b>	<b>stated</b>	152:13
78:12,16,	<b>spell</b>	110:3	211:7	153:4
18 86:23	45:25	134:16	<b>statement</b>	<b>stop</b>
92:13,18	108:18	<b>Stanley</b>	109:22	105:11,14
111:19	113:18		195:7	189:3
120:2,7	<b>spelled</b>		208:2	233:19
130:21	71:11			
131:5,12,				
23				
142:19,21				

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: stopped..technical

237:18,20	<b>submitted</b>	135:5	45:8	<b>talking</b>
<b>stopped</b>	14:14	240:12	121:20	11:3
106:14	<b>subsequentl</b>	<b>supposed</b>	122:13,	24:16
<b>storage</b>	<b>y</b>	71:18	16,18,19,	35:5
34:11	124:12	133:25	22 246:18	57:22
220:21	<b>subsidiary</b>	<b>surcharge</b>	<b>systems</b>	110:6
221:3,11	87:8	235:14	33:25	124:23
<b>stored</b>	<b>sue</b>	236:8,10,	34:4	125:3
99:25	201:19	14		131:19,21
221:10,25	206:10	<b>surcharged</b>	<b>T</b>	161:20
<b>straight</b>	<b>suffer</b>	236:9		220:11
28:17	155:20	<b>surprised</b>	<b>T-A-T-A</b>	224:25
183:3	156:2	36:25	231:19	240:11
191:6	<b>suffering</b>	<b>surrounding</b>	<b>T-O-W-E-R</b>	247:14
<b>streaming</b>	12:13	41:6	113:21	253:9
140:10	<b>sufficient</b>	<b>survival</b>	<b>tablets</b>	258:23
<b>stretch</b>	56:9	140:13	31:20	<b>Tami</b>
8:15	<b>sum</b>	<b>survive</b>	32:15	5:3 59:8
<b>strict</b>	60:25	233:10,11	33:11,24	174:6
246:8	71:24	247:22	255:11	260:10,15
<b>strictly</b>	101:17	251:12	<b>Takahashi</b>	<b>Tata</b>
66:24	114:15	253:7	5:3	231:19
<b>studios</b>	123:17	<b>survived</b>	<b>takers</b>	<b>tax</b>
139:23	<b>Sunshine</b>	197:6	187:21	189:21,23
<b>stuff</b>	243:20	<b>SVRE</b>	<b>takes</b>	235:13,25
49:10	244:17,18	106:18,	218:9	236:9,16
220:19	<b>supplies</b>	21,25	<b>taking</b>	<b>taxes</b>
<b>subcontract</b>	220:3,7	107:4	179:24	134:3
168:12	<b>supply</b>	110:6,20	<b>talk</b>	178:9
<b>subject</b>	122:9	<b>switch</b>	22:10	239:21
142:17	134:10	110:17	42:3	256:12
162:15	<b>support</b>	<b>swore</b>	143:19	<b>taxi</b>
<b>sublease</b>	5:23 6:9	85:8	177:18	27:17
42:7	52:24	<b>sworn</b>	192:15	<b>taxing</b>
43:14	54:3	5:9,11,14	210:8	147:21
69:6	55:14	108:5	254:18	251:23
78:19	72:20	<b>system</b>	258:10	<b>Tech</b>
92:20	<b>supporting</b>	31:12,14,	<b>talked</b>	123:3,5
111:22	94:17,20	17,18,19	153:11	<b>technical</b>
120:10	162:5	34:6,7,	202:23	10:22
131:8	<b>suppose</b>	11,15	251:20	169:20
				170:4
				171:24

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: technically..top

<b>technically</b>	255:25	231:6,24	54:14	236:25
36:6	<b>test</b>	235:2,3	61:2,4	237:17
156:14	198:11	240:5,6	66:3,10	240:17
<b>Technologies</b>	<b>testified</b>	241:2,7	71:25	244:25
31:22,24	5:15	243:21	72:3,4,5,	245:9,11
37:16,19	22:14	254:23	6,10	248:4,10
38:2,14	64:18	255:2	73:7,8,12	250:15
40:10,23	82:12	<b>things</b>	74:15,24	253:12
41:11	108:6	33:22,23	77:23	260:5,16
122:20,24	121:23	86:7	84:15	<b>times</b>
168:23	135:18	108:9	85:25	11:12,13
169:7,13,	169:23	129:5	91:4,14	96:7
14,15,17,	249:24	136:25	95:20,21	100:7
24	<b>testify</b>	137:10	101:17	246:4
172:10,17	12:21	197:14	108:3	<b>timing</b>
173:13,16	<b>testifying</b>	201:19	111:10,11	129:14
214:20	122:4	214:7	114:15	<b>title</b>
<b>Technologies</b>	<b>testimony</b>	219:25	123:18,	15:2,24
<b>s'</b>	5:10	232:22	19,21	16:6
173:8	22:17,21	233:20	124:8	<b>TLC</b>
215:2	23:3 25:2	251:15	128:21,22	27:17
<b>telephone</b>	64:23	254:23	133:16	186:22
34:6	96:4	<b>thinking</b>	134:7,16	194:19
121:25	109:19	225:18	135:3,19	213:18
<b>television</b>	118:18	<b>thought</b>	137:14	240:25
43:23	146:9	130:3	141:21	
141:2	<b>text</b>	189:17	150:14	<b>today</b>
<b>telling</b>	31:9	213:14	151:20	7:4 8:12
163:12	<b>texting</b>	217:9	162:20	12:17,20
240:13	31:15	<b>throat</b>	163:12	189:11
<b>tenant</b>	<b>texts</b>	7:24	166:4	190:12
142:17	31:16	<b>throw</b>	170:18	211:11
<b>tenants</b>	<b>theory</b>	89:16	172:7	257:22
129:22	24:14	<b>time</b>	180:7,9	258:5
142:25	<b>thing</b>	6:16 8:13	195:20	<b>tokens</b>
143:4,6	84:18	9:23	196:12	98:2,5
<b>tendering</b>	106:4	11:14	197:11,22	<b>told</b>
251:3	142:22	15:9	198:6	195:10
<b>terminating</b>	196:13	17:13,25	206:20	254:23
256:5	207:11	18:19	212:3	259:13,15
<b>terms</b>	214:23,24	21:7 30:3	220:18	<b>tolls</b>
	230:13,15	38:13	221:15	213:20
		49:2,4	223:16	<b>top</b>
		50:24	227:5	13:25
			232:18	
			233:8,15,	
			17 234:16	

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: total..understood

14:12	<b>transaction</b>	135:14	178:20	165:15
15:19	<b>s</b>	207:21	182:20	166:16
33:19	73:20	208:11	183:10	167:23
51:9	97:12	212:15	<b>turn</b>	211:9
<b>total</b>	124:19	<b>transmissio</b>	16:25	229:24
46:20,21	215:24	<b>n</b>	50:11	<b>uncollectib</b>
47:23	<b>transcribed</b>	139:21	<b>TV</b>	<b>le</b>
48:19	243:7,9	141:23	139:17,	48:17
97:13	<b>transcript</b>	<b>Transport</b>	18,22	49:8
199:6	8:8,10	231:11	140:22	50:8,23
<b>totally</b>	241:13	<b>transportat</b>	141:7,11	51:19,21
88:21	242:4	<b>ion</b>	142:24	52:3
162:18	<b>Transcripti</b>	151:16	175:6,9	53:18
239:16	<b>on</b>	231:7,25	242:18	85:2
<b>Tower</b>	242:5	232:4	<b>two-plus</b>	<b>uncured</b>
113:16,20	<b>transfer</b>	<b>travel</b>	205:22	82:16
<b>track</b>	63:21	19:9 52:8	<b>type</b>	<b>underlying</b>
187:23	96:18	230:22	57:16	238:15
188:2	102:3	<b>traveling</b>		<b>understand</b>
<b>trade</b>	117:17	152:3	<b>U</b>	6:18,22
24:9 25:9	124:14	<b>treated</b>		7:13,15
193:9	223:2,21	178:8	<b>U.K.</b>	8:2 9:8,
<b>traded</b>	<b>transferred</b>	<b>Tri-state</b>	230:16	11 55:21
153:4	61:8,11	208:15	<b>U.S.</b>	64:17
<b>trademark</b>	64:21	<b>trouble</b>	105:17	103:13
17:6	72:7	10:9	<b>Uber</b>	109:24
24:10	96:9,11	197:9	86:6	118:6
<b>trademarks</b>	97:10	253:25	196:24	161:16
24:9 25:8	101:16,	<b>trucking</b>	197:19	198:10
193:9	19,21	255:10	233:8	203:14
<b>trading</b>	102:25	<b>trust</b>	246:11	205:11
254:19	121:19	176:14,16	<b>Ukraine</b>	210:20
<b>training</b>	122:12	<b>truth</b>	105:17	211:6,7
246:20	123:20	9:9	<b>um-hum</b>	218:5
<b>transaction</b>	135:6,8	<b>TSU</b>	7:11	230:6
72:3,6,10	223:5,7	231:23	24:23	<b>understandi</b>
73:11	238:24	<b>tune</b>	70:23	<b>ng</b>
75:5,20	240:16	233:2	82:18	8:6 30:15
82:21	<b>transferrin</b>	254:9	89:10,14	178:5
185:22	<b>g</b>	<b>Turgut</b>	95:8	178:5
195:24	63:10		153:9	224:16
196:2	<b>transfers</b>		160:25	233:4
	63:25			<b>understood</b>
	121:21,22			122:3
				177:4

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: unhappy..whatsoever

201:9	<b>utilize</b>	214:6	<b>Vita</b>	254:9
259:13	69:15,24	<b>vendor</b>	178:13,	<b>water</b>
<b>unhappy</b>	80:13	88:23	19,20,25	43:24
242:25	93:8	89:3	182:16	<b>wavelengths</b>
<b>unincorpora</b>	100:16	154:20	<b>Vita's</b>	255:5
<b>ted</b>	101:5	182:23	182:19	<b>ways</b>
153:5	121:5	217:20	<b>voice</b>	214:17
<b>United</b>	145:2	230:8,11,	7:25	<b>weather-</b>
211:19	159:15	13,15,17	<b>volume</b>	<b>wise</b>
<b>Unity</b>	<b>utilizing</b>	231:2	197:12	106:5,8
34:11	142:21	<b>vendors</b>	<b>voluntarily</b>	<b>Web</b>
<b>Universal</b>	<b>v</b>	119:10	6:12,19	17:18
231:21		151:18	<b>voucher</b>	18:4 21:2
<b>unknown</b>	<b>valid</b>	154:12,	232:19	22:12
24:12	156:22	13,15,19,	240:4,8,	23:16,18
<b>unpack</b>	<b>Valley</b>	24 155:9,	19,21,22	69:22
73:13	211:23	14,17,22,	241:5	94:4
<b>unprecedented</b>	<b>valuation</b>	25	244:8	151:16,17
137:8	137:11	156:12,		<b>Website</b>
	138:3	18,20	<b>W</b>	19:3,5,23
<b>unsecured</b>	<b>van</b>	208:14		20:9,11
5:21 6:5	117:17	213:5,10	<b>wait</b>	21:24
147:22	118:9,10,	<b>venture</b>	240:19	23:13
153:25	12	153:7	<b>waiting</b>	25:21,23
165:13	<b>vans</b>	<b>verified</b>	244:25	144:22
179:10	117:11	194:17	<b>walk</b>	181:19
211:24	119:5	<b>Verizon</b>	133:13	225:22
<b>up-to-date</b>	<b>variety</b>	31:6,9,11	<b>wanted</b>	252:21,25
235:22	232:6	141:17	239:2	<b>Websites</b>
<b>upkeep</b>	<b>Vega</b>	255:16	242:11	21:16
129:24	231:25	<b>viable</b>	<b>warehouse</b>	193:10
<b>ups</b>	<b>Vegas</b>	190:3	100:4	<b>week</b>
247:16	230:24	<b>video</b>	<b>wash</b>	56:2,3,4
<b>useless</b>	231:2	242:22	129:4,14	196:25
193:17	<b>vehicle</b>	<b>videoconfer</b>	249:12,15	237:10,14
<b>utilities</b>	216:4	<b>ence</b>	<b>washes</b>	242:13
43:21	<b>vehicles</b>	5:7	128:24	<b>weeks</b>
<b>utility</b>	27:8 28:8	<b>violation</b>	<b>waste</b>	180:12,13
42:13	73:16	36:9	50:23	256:23
	196:15	<b>Virtual</b>	<b>wasted</b>	<b>whatsoever</b>
		34:10		242:21
				244:9



**SHAQUAT CHAUDHARY**  
**IN RE: ELITE LIMOUSINE PLUS, INC.**

**March 13, 2024**  
**Index: wheelchair..years**

<b>wheelchair</b>	67:16	227:3	103:25	207:23
232:3	89:15,23	248:9	104:10	210:22
<b>whichever</b>	98:24	253:4	111:25	211:15
104:8	99:8	255:18	120:13	212:16
	107:13		131:11	216:3
<b>wife</b>	131:14,17	<b>worked</b>	158:25	222:15
133:21	132:2	81:2	161:4	227:9
178:20	147:2	93:11	171:16	246:5
183:8,9	167:7	225:14	175:23	
	173:23	<b>workers</b>	184:2	<b>years</b>
<b>Willet</b>	174:4	168:19	190:23	11:23,24
206:21	188:22	170:25	200:3	12:2
<b>winding</b>	190:5			17:11,12
140:5	203:9	<b>Workers'</b>	<b>wrong</b>	23:23
	227:24	235:17	22:19	27:13
<b>wiped</b>	243:16	<b>working</b>	153:23	31:3
251:3	256:9,19	204:22,25	161:5	35:20,25
<b>withdraw</b>	257:6,16	221:13	165:4	38:12,17
68:3		225:22	218:6,24	49:20,23
	<b>word</b>	253:5	244:2	50:2,3
<b>withdrawn</b>	7:14			52:15
20:2,18	71:18	<b>works</b>	<b>wrote</b>	70:11
44:18	82:13	171:2	76:25	84:13
72:24		200:6		85:23
73:18	<b>words</b>	225:11	<b>x</b>	86:6
83:20	7:10	226:7,11		88:2,12
98:10	166:15			93:17
99:18	<b>work</b>	<b>Workstation</b>	<b>Xerox</b>	114:9
100:6	64:16,25	34:8	34:11	123:15
101:12	66:12	<b>worse</b>	<b>XYZ</b>	124:16
121:8	117:15,	197:8	39:6,13	125:25
125:21	16,17	<b>worth</b>		127:18,19
139:4	118:20	23:19	<b>y</b>	129:11,
151:10	121:10	149:2		15,25
159:24	129:11,12	160:5		130:2
184:23	134:14		<b>Yahoo</b>	133:17,
199:9	135:20	<b>wound</b>	112:25	18,19
203:6	170:22,23	155:5	<b>year</b>	135:4,6,9
	171:2,6	<b>writing</b>	18:7	138:9
<b>Wofse</b>	174:3	18:14	27:24	142:13
10:8,12,	187:3	63:9	36:5	143:8,10
18 16:21	199:23		49:22	146:25
46:24	200:12	<b>written</b>	55:24	150:25
47:2,10,	206:17	49:11,16,	106:16	155:18
16 48:2	208:16	17,21	138:2,6	160:9
51:15	222:8,11	52:10	140:2,13	163:5
59:2	224:22	69:9	178:22	182:14
66:22		84:15		

SHAQUAT CHAUDHARY  
IN RE: ELITE LIMOUSINE PLUS, INC.

March 13, 2024  
Index: yes-or-no..Zain

196:11  
197:3  
204:5  
205:22  
207:5  
224:20  
226:17  
234:17  
245:24  
246:12  
247:21  
249:5,9,  
14,16,19  
254:21

**yes-or-no**

104:17

**yesterday**

258:2

**York**

5:5,25  
19:9  
79:8,25  
150:19  
178:23  
189:21  
208:14,15  
232:2  
235:7

**Yves**

176:19

---

**Z**

---

**Zain**

226:18  
227:7